



AGENDA – Regular Meeting of Council

Wednesday, November 04, 2020

1:00 PM

Magnetawan Community Centre

Page # OPENING BUSINESS

- 1.1 Call to Order
- 1.2 Adoption of the Agenda
- 1.3 Disclosure of Pecuniary Interest
- 3 1.4 Adoption of Previous Minutes

PRESENTATIONS

- 9 Councillor Rod Ward and Mayor Cathy Still, Almaguin Highlands Health Centre

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- 38 2.3 DRAFT Motion Engineering Fees for 28 Church Street, Foundation Repair
- 39 2.4 MCDC Motion re: Museum Assistance Program Grant Monies
- 43 2.5 Report from Community and Recreation Supervisor, Erin Murphy Magnetawan Locks and Heritage Centre Summer Overview
- 46 2.6 Report from Public Works Superintendent, Scott Edwards Award of Tender 2020-09 Guide Rail Inventory
- 47 2.7 DRAFT Permit for Road Occupation Construction/Recreation
- 49 2.8 DRAFT By-law Establish Fees and Charges
- 57 2.9 DRAFT By-law Regulate the Use of Municipal Docks, Municipal Launches and Municipal Public Accesses
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- 129 3.4 Lakeland Holding Ltd 2020 Q3 Shareholder Update

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- 145 4.6 Community Flu Shot Clinic November 16, 2020

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163 6.1 By-law Validation Certificate 14 Forestwood Lane

164 6.2 By-law Animal at Large

168 6.3 By-law Regulate Dogs

180 6.4 By-law Lakeland Shareholders' Agreement

CONFIRMING BY-LAW AND ADJOURNMENT

181 7.1 Confirm the Proceedings of Council and Adjourn



COUNCIL MEETING MINUTES
October 14, 2020

The meeting of the Council of the Corporation of the Municipality of Magnetawan was held at the Magnetawan Community Centre and streamed electronically for the public through "Go To Meeting" on Wednesday October 14, 2020 at 1:00 pm with the following present:

Mayor Sam Dunnett
Deputy Mayor Tim Brunton
Councillor Brad Kneller
Councillor Wayne Smith
Councillor John Hetherington

Staff: CAO/Clerk Kerstin Vroom, Acting Deputy Clerk Laura Brandt and Chief Building Inspector Brian Horsman were present for the entire meeting. Community and Recreation Supervisor Erin Murphy was present for her respective section in the meeting.

OPENING BUSINESS

- 1.1 Call to Order
The meeting was called to order at 1:00 p.m.
- 1.2 Adoption of the Agenda
RESOLUTION 2020-257 Brunton-Smith
BE IT RESOLVED THAT BE IT the Council of the Municipality of Magnetawan adopts the agenda as presented.
Carried.
- 1.3 Disclosure of Pecuniary Interest
Mayor Dunnett stated that should anyone have a disclosure of pecuniary interest that they could declare the nature thereof now or at any time during the meeting.
- 1.4 Adoption of the Previous Minutes
RESOLUTION 2020-258 Smith-Brunton
BE IT RESOLVED THAT BE IT the Council of the Municipality of Magnetawan adopts the minutes of September 23, 2020 as copied and circulated.
Carried.

STAFF REPORTS, MOTIONS AND DISCUSSION

2.1 Consent Application, Parsons/Bandiera, 194 Shadow's End Land, Create 1 new lot

RESOLUTION 2020-259 Brunton-Smith

WHEREAS the Municipality of Magnetawan has received a request to support an application for consent for a new shoreline lot 194 Shadow's End Lane (Parsons – Roll # 4944 030 0022 2200). The property is legally described as CROFT CON 10 PT LOT 16 RP42R12274 PARTS 9 TO 11 SUBJECT TO R-O-W PCL 25614 SS in the Municipality of Magnetawan, hereinafter referred to as "the Lands"; AND WHEREAS the Municipal planning consultant has provided a report in support of the application with conditions;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Municipality of Magnetawan supports in principle the consent application for the Lands, which is valid only for a period of six (6) months, subject to the following conditions:

- 1. Draft copy of the deeds (with all schedules) to be approved by the Municipality prior to registration.*
 - 2. A copy of the original executed transfer (deed) with all schedules be provided to the Municipality;*
 - 3. Draft Reference Plan to be approved by the Municipality prior to registration. Two (2) true certified paper copies of the registered plan and an electronic version with a certification that it is a true copy be provided to the Municipality;*
 - 4. Payment of all taxes, municipal, legal and planning fees associated with the processing of this application including fees under By-law 2011-11, 2011-16 and current Municipal Fees & Charges By-law including a 5% parkland dedication fee;*
 - 5. Confirmation from North Bay Mattawa Conservation Authority that a sewage system and individual on-site water systems can be located on each lot (severed and retained);*
 - 6. A site plan be entered into to, which will be registered on title, to establish the location of a suitable building envelope to the satisfaction of the Municipality and to ensure the existing vegetation will be retained along the shoreline of the severed lot;*
 - 7. That confirmation be provided that a registered legal right of way exists to access the proposed severed and retained lots;*
 - 8. That the Applicant enter into a Limited Service Agreement with the Municipality to be registered on title;*
 - 9. That the foregoing conditions be fulfilled within one year of the date of the notice of the decision of the Planning Board.*
- Carried.*

2.2 Application to Purchase Shore Road Allowance, Robertson, Thompson Road

RESOLUTION 2020-260 Hetherington-Kneller

WHEREAS the Municipality of Magnetawan has received an application for the purchase of Original Road Allowance between CROFT CON 4 PT LOT 4 RP42R8089 PART 3 & 4 and CROFT CON 5 PT LOT 4 RP42R8089 PARTS 2 & 5 which are both owned by the same owners;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Municipality of Magnetawan approves in principle the sale of Original Road Allowance between the two lots to Shauna Robertson and Edward Norton with the following provisions:

- 1. the price be set at 70 cents per square foot*

Carried.

- 2.3 Draft By-law Site Plan Agreement (Olney)
RESOLUTION 2020-261 Brunton-Smith
BE IT RESOLVED THAT the Council of the Municipality of Magnetawan has reviewed the draft by-law for the execution and registration of a site plan agreement owners of the lands (Olney) known as 292 Claytons Bay Trail and will pass a by-law on this matter later in the meeting.
Carried.
- 2.4 Draft By-law Site Plan Agreement (Reid)
RESOLUTION 2020-262 Smith-Brunton
BE IT RESOLVED THAT the Council of the Municipality of Magnetawan has reviewed the draft by-law for the execution and registration of a site plan agreement owners of the lands (Reid) known as 537 Rocky Reef Road and will pass a by-law on this matter later in the meeting.
Carried.
- 2.5 Application to Purchase Road Allowance, Waring, Highway 510
RESOLUTION 2020-263 Kneller-Hetherington
WHEREAS the Municipality of Magnetawan has received an application for the purchase of Original Road Allowance abutting Highway 510 at CON B PT LOT 97 RP 42R13389 PART 1 5;
AND WHEREAS this portion restricts the landowners' access to the property from the Highway;
NOW THEREFORE BE IT RESOLVED THAT the Council of the Municipality of Magnetawan approves in principle the sale of Original Road Allowance Jody and Sandra Waring with the following provisions:
1. the price be set at 70 cents per square foot.
Carried.
- 2.6 Correspondence from Dave Thompson, Parry Sound EMS Supplemental billing
RESOLUTION 2020-264 Kneller-Hetherington
WHEREAS the Council of the Municipality of Magnetawan thanks Dave Thompson, Director of Development and Protective Services/Fire Chief for his correspondence regarding the supplemental EMS levy;
AND WHEREAS, Council has reviewed the correspondence and Report to the Town of Parry Sound EMS Advisory Committee;
NOW THEREFORE BE IT RESOLVED THAT Council directs Staff to write a letter to the Town of Perry Sound to advise if the Province's share in the EMS budget is 50%, have the previous years' deficits been covered same and is the anticipation that the Province will be covering their 50% portion of the deficit for 2020
AND FUTHERMORE, Council requests that any supplemental levies be payable over a minimum 2 year period.
Carried.
- 2.7 DRAFT Motion Regional Fire Department Discussions
RESOLUTION 2020-265 Kneller-Hetherington
BE IT RESOLVED THAT the Council of the Municipality of Magnetawan respectfully withdraws its commitment to attending the Regional Fire Department meetings.
Carried.

- 2.8 Corporation of the Township of North Glengarry Capital Expenditures Safe Restart Agreement
RESOLUTION 2020-266 Brunton-Smith
WHEREAS the Ontario government has provided emergency assistance funding to municipalities through the Safe Restart Agreement to offset the financial impact due to the COVID-19 pandemic; AND WHEREAS the Province has specified funding must be used for operating costs and pressures due to COVID-19;
AND WHEREAS due to the nature of the pandemic and the necessity to make physical retrofits to offices and other municipal facilities to accommodate staff and the public in a safe environment, capital costs will be incurred by municipalities;
AND WHEREAS the Municipality has been advised by the Province through the Ministry of Finance that COVID-19 related capital costs are ineligible for Safe Restart Agreement Funding;
AND WHEREAS the Council of the Municipality of Magnetawan urges the Province to allow capital expenditures to the operational demands under the Safe Restart Agreement,;
NOW THEREFORE BE IT RESOLVED THAT we support the Township of North Glengarry's Resolution No. 6;
AND FURTHER THAT a copy of this resolution be forwarded to Premier Doug Ford, Jim McDonell, MPP and the Association of Municipalities of Ontario (AMO).
Carried.
- 2.9 Resignation of Angela Hoffman from the Magnetawan Community Development Committee
RESOLUTION 2020-267 Smith-Brunton
BE IT RESOLVED THAT the Council of Municipality of Magnetawan regretfully accepts the resignation of Angela Hoffman from the Recreation Committee & Magnetawan Community Development Committee and thanks her for her many years of service to the Committee and to the Community.
Carried.
- 2.10 DRAFT Community Recognition Policy
RESOLUTION 2020-268 Brunton-Smith
BE IT RESOLVED THAT the Council of Municipality of Magnetawan adopts the Community Recognition Policy as presented.
Carried.
- 2.11 Report from Acting Deputy Clerk Laura Brandt, Community Centre Board Mandate
RESOLUTION 2020-269 Hetherington-Brunton
BE IT RESOLVED THAT the Council of the Municipality of Magnetawan adopts the Community Centre Board Mandate as amended to include the word "grounds" under Item 5. to read "community grounds and buildings", include that the Committee is governed by the rules outlined in the Council Procedure By-law, and include the definition of 'quorum'.
Carried.

MUNICIPAL BOARDS AND COMMITTEE MINUTES

- 3.1 Central Almaguin Planning Board (CAPB) Minutes September 16, 2020
3.2 Magnetawan Community Centre Board (MCCB) Minutes, September 30, 2020
3.3 Magnetawan Community Development Committee (MCDC), October 06, 2020

RESOLUTION 2020-270 Brunton-Smith

BE IT RESOLVED THAT the Council of the Municipality of Magnetawan receives the Municipal Boards and Committee Minutes as copied and circulated
Carried.

CORRESPONDENCE

- 4.1 Corporation of the Town of Amherstburg AODA Website Compliance Extension Request
- 4.2 Ministry of Municipal Affairs and Housing Safe Restart Agreement Phase 2 Funding
- 4.3 Ministry of the Solicitor General Enforcement and Amendments under the Reopening Ontario Act, 2020
- 4.4 Solicitor General, Keeping Communities Across Ontario Safe
- 4.5 North Bay Parry Sound District Health Unit Municipal Levy Revision for 2020
- 4.6 Royal Canadian Legion Remembrance Day Services for 2020
- 4.7 Magnetawan Quarterly Year to Date Budget

RESOLUTION 2020-271 Hetherington-Kneller

BE IT RESOLVED THAT the Council of the Municipality of Magnetawan receives the correspondence items as copied and circulated.
Carried.

RESOLUTION 2020-272 Smith Brunton

BE IT RESOLVED THAT the Council of the Municipality of Magnetawan endorses and supports item 4.1 and supports Corporation of the Town of Amherstburg AODA Website Compliance Extension Request.
Carried.

ACCOUNTS

- 5.1 Accounts in the amount of \$283,225.60

RESOLUTION 2020-273 Brunton-Smith

BE IT RESOLVED THAT the Council of the Municipality of Magnetawan approves the accounts in the amount of \$748,377.89 as presented.
Carried.

BY-LAWS

- 6.1 By-law Site Plan Agreement (Olney)
- 6.2 By-law Site Plan Agreement (Reid)

RESOLUTION 2020-274 Smith-Brunton

BE IT RESOLVED by the Council of the Municipality of Magnetawan that the following by-laws are now read a first, second and a third time, passed, signed by the Mayor and the Clerk, sealed with the seal of the Corporation and engrossed in the by-law book:

6.1 By-law Site Plan Agreement (Olney)

6.2 By-law Site Plan Agreement (Reid)

Carried.

CONFIRMING BY-LAW AND ADJOURNMENT

7.1 Confirm the Proceedings of Council and Adjourn

RESOLUTION 2020-275 Brunton-Smith

BE IT RESOLVED by the Council of the Municipality of Magnetawan that the Confirming By-law is now read a first, second and a third time, passed, signed by the Mayor and the Clerk, sealed with the seal of the Corporation and engrossed in the by-law book;

AND FURTHER THAT, this meeting is now adjourned at 1:30 pm to meet again on Wednesday, November 04, 2020 at 1:00 pm or at the call of the Chair.

Carried.

Approved by:

Mayor

Clerk



COUNCIL DEPUTATION REQUEST

Any written submissions and background information for consideration by Council must be submitted to the Clerk's office at least 7 (seven) days prior to the set meeting date.

PLEASE PRINT

COUNCIL DATE REQUESTED: Sept 23/2020 (subject to availability)

SUBJECT: Magnetawan Res # 2020-151

NAME: Rod Ward

ADDRESS: Amour Township

PHONE: HOME: 382-3332 BUSINESS: _____

EMAIL ADDRESS: rward@amourtownship.ca

NAME OF GROUP OR PERSON(S) BEING REPRESENTED: (if applicable)

Almaguin Highlands Health Centre (AHHC)

BRIEF STATEMENT OF ISSUE OR PURPOSE OF DEPUTATION (you may attach additional information)

To discuss AHHC Committee efforts, ^{the} need for digital health care support and continued support of community health care for residents

Personal information on this form will be used for the purposes of sending correspondence relating to matters before Council. Your name, address, comments, and any other personal information, is collected and maintained for the purpose of creating a record that is available to the general public in a hard copy format and on the internet in an electronic format pursuant to Section 27 of the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.M.56, as amended. Questions about this collection should be directed to the Clerk's office at clerk@magnetawan.com or 705 387 3947 x201

Submission of this form does not automatically guarantee you will be granted a deputation. The Clerk will notify you of the date and time for your deputation.



Almaguin Highlands Health Centre - Committee Update

November 4, 2020

Rod Ward
Cathy Still

Working to improve health care & wellness in the Almaguin Highlands



WHO WE ARE

- ▶ The Almaguin Highlands Health Centre (AHC) Committee is the Ontario Health Team (OHT) applicant and sponsor for the East Parry Sound District.
- ▶ AHC is a not-for-profit organization focused on returning and expanding quality healthcare services to the Almaguin Highlands region. This region spans up the Highway 11 corridor from just north of Huntsville to just south of North Bay, Ontario.
- ▶ AHC was established in 2011 when Muskoka Algonquin Health Care announced the closure of the Burks Fall's Hospital, resulting in the Village taking ownership of the building, and establishing the Almaguin Highlands Health Centre Committee.
- ▶ Fundamentally, the Committee was formed to help protect quality healthcare services across the Almaguin Highlands region following a period of steady cuts to services in our area.
- ▶ The AHC Committee is comprised of 10 surrounding municipal representatives, who also sit on various health care boards and committees throughout the Parry Sound District.

Almaguin Highlands Health Centre Committee municipal members





- ▶ Chair Rod Ward (Township of Armour)
- ▶ Township of Strong member: Marianne Stickland
- ▶ Municipality of Magnetawan member: Brad Kneller
- ▶ Township of McMurrich/Monteith member: Dennis Banka
- ▶ Township Perry member: Norm Hofstetter
- ▶ Town of Kearney member: Carol Ballantyne
- ▶ Township of Ryerson member: Barb Marlow
- ▶ Township of Joly member: Tom Bryson
- ▶ Village of Burk's Falls member: Cathy Still
- ▶ Village of Sundridge member: Lyle Hall
- ▶ Administrator: Erica Kellogg
- ▶ Many of our members also work with other health organizations and committees to ensure the region remains covered and always consulted.

Areas of Focus for the AHHC Committee

1. Communicating the specific needs for healthcare across the Almaguin Highlands region through an Ontario Health Team (OHT) application which supports all residents of the region.
2. Ensuring we are prepared for the future of healthcare delivery through provision of high-speed connectivity for every resident of the Almaguin Highlands.
3. Ensuring that we attract and retain the healthcare professionals we require to deliver excellent healthcare to the region.
4. Strategic health care planning, with a regional view, to restructure and build a responsive system that meets the needs of our residents, supports our care providers, and improves health outcomes.

AHHC - Key Areas of Focus & Progress - October 2020

- This summary provides the information related to the key areas of Focus and Progress as outlined in June 2019 for the Almaguin Highlands Health Centre (AHHC) committee...

 Ontario Health Team Application	 High-Speed Internet Throughout Almaguin Highlands	 Attract & Retain Healthcare Professionals	 Coordinate Healthcare Services to Serve Entire Region
<p>Communicate the specific healthcare needs of the entire Almaguin Highlands through an application for an Ontario Health Team (OHT). The goal is to provide a voice and local decision-making regarding healthcare services in our region.</p>	<p>Ensure that high-speed internet, a key component in the future of healthcare delivery, is available to every resident of the Almaguin Highlands. The goal is to help level the playing field and ensure our residents can access future healthcare options.</p>	<p>Deliver excellent healthcare to our region through continuous efforts to both attract new professionals and retain the ones we have. The goal is to build an exceptional team of healthcare professionals, working together across the region.</p>	<p>Advocate for new and expanded healthcare services and help influence decisions which protect our region. The goal is to maintain an eye on continually meeting the healthcare needs of our community.</p>

Progress:

- Collected and analyzed data from a 1,000-respondent healthcare survey
- Completed and delivered a community-based Ontario Health Team (OHT) application to the Ministry of Health
- Collaborated with the Near North Health & Wellness OHT on partnership possibilities
- Advocated awareness of high-speed internet deficiencies in our region with local Municipal Councils
- Received support from dozens of municipalities across the province; resolutions sent to provincial and federal governments
- Attended Northern Ontario School of Medicine (NOSM) Career Fair in Sept/19
- Inspired municipalities to provide financial incentives to assist with healthcare professional on-boarding and retention incentives
- Engaged Almaguin Community Economic Development (ACED) as an active recruitment participant
- Upgraded and continually maintained the building where healthcare services are delivered in Burk's Falls
- Fully re-vamped our web site (almaguin-health.org) and created social media presence via Facebook
- Assisted with protection of Ontario Tele-medicine Network (OTN) services at the Burk's Falls Family Health Team
- Continue to support and maintain patient transportation services



Our Challenges (in no particular order)

- 1) Physician recruitment and retention...across the entire region...
- 2) Control over funding to support local health care decisions...we are at the whim of cutbacks in other regions...
- 3) Removal of 'silos', for a broader vision, and planning for the future...this needs to be across the broader geography...
- 4) Chronic, historic underfunding of primary health care and support services...a lack of focused primary health care investments...
- 5) Fastest growing seniors' population in Ontario, with no plan forward...the issues are not getting easier...
- 6) Communication abilities...limited, until high-speed internet and broadband arrives...
- 7) Population pressure of seasonal residents and tourists during the summer months...Almaguin population doubles, on any given weekend...
- 8) Many residents at or below the poverty level...exacerbated by a remote populous in a large geographic area...
- 9) Risks of food and housing insecurity...adding to healthcare pressures...

Why we are here today...

In order to secure the healthcare services we need, it is impossible for single, small communities to 'go it alone'...the Ontario model simply does not support 'one-off' approaches. A community-focused, concerted effort is the only approach which will work.

The efforts of individuals and groups across the Almaguin Highlands region, through AHHC, have benefited everyone in the community. Services at AHHC have been expanded continuously and key, critical services have been maintained. Our assistance with recruiting of medical professionals has been successful.

We are on the radar with the province for an Ontario Health Team (OHT). At the very least, we are well-positioned to partner with another larger OHT while still maintaining autonomy.

Our ask from Magnetawan Council...

Respectfully, AHHC would like Magnetawan to consider the following requests:

- **\$1,600** municipal share (one-time) to assist with physician recruitment incentives, as requested in Spring 2020
- **\$4,545** municipal share (one-time) to assist with building costs at AHHC, as requested in Spring 2020 (note: on-going funding approach for future years still to be decided)
- **\$500** municipal share (annual) to assist with Ontario Tele-medicine Network (OTN) costs, as previously provided

THE MUNICIPALITY OF MAGNETAWAN

STAFF REPORT

TO: Kerstin Vroom, CAO/Clerk,
Municipality of Magnetawan

FROM: Jamie Robinson, BES, MCIP, RPP & Jonathan Pauk, HBASc., MSc.
MHBC Planning Limited

DATE: November 4, 2020

SUBJECT Consent Application – Harris & Sutton – Concession 4, Part Lot 14 and 15,
Registered Plan PSR1413, Municipality of Magnetawan
Roll No. 4944030004094000000

Recommendation

That Council recommend to the Planning Board that the consent application for one new lot, substantially in compliance with the applicant sketch, be approved subject to the following conditions:

1. That the applicant meet all financial requirements of the Municipality;
2. That a registrable description of the retained lands and severed lands be submitted to the Municipality;
3. The entering into of a Site Plan Agreement between the Applicant and the Municipality to ensure the existing vegetation is maintained and an appropriate building envelope for a dwelling is identified on the proposed severed lot;
4. That the Applicant obtain confirmation from a surveyor that the proposed severed and retained lots comply with the Zoning By-law;
5. That the proposed severed lot be brought into compliance with the Zoning By-law through the approval of a Zoning By-law Amendment application to recognize the severed lot's deficient lot frontage.
6. That approval from the North Bay Mattawa Conservation Authority (NBMCA) is obtained to confirm that the proposed severed lot can be adequately serviced by on-site sewage and water services.

7. That the Applicant obtain confirmation from the Public Works Superintendent that the proposed severed lot can be appropriately accessed, to the satisfaction of the Municipality.
8. That the foregoing conditions be fulfilled within one year of the date of the notice of the decision of the Planning Board.

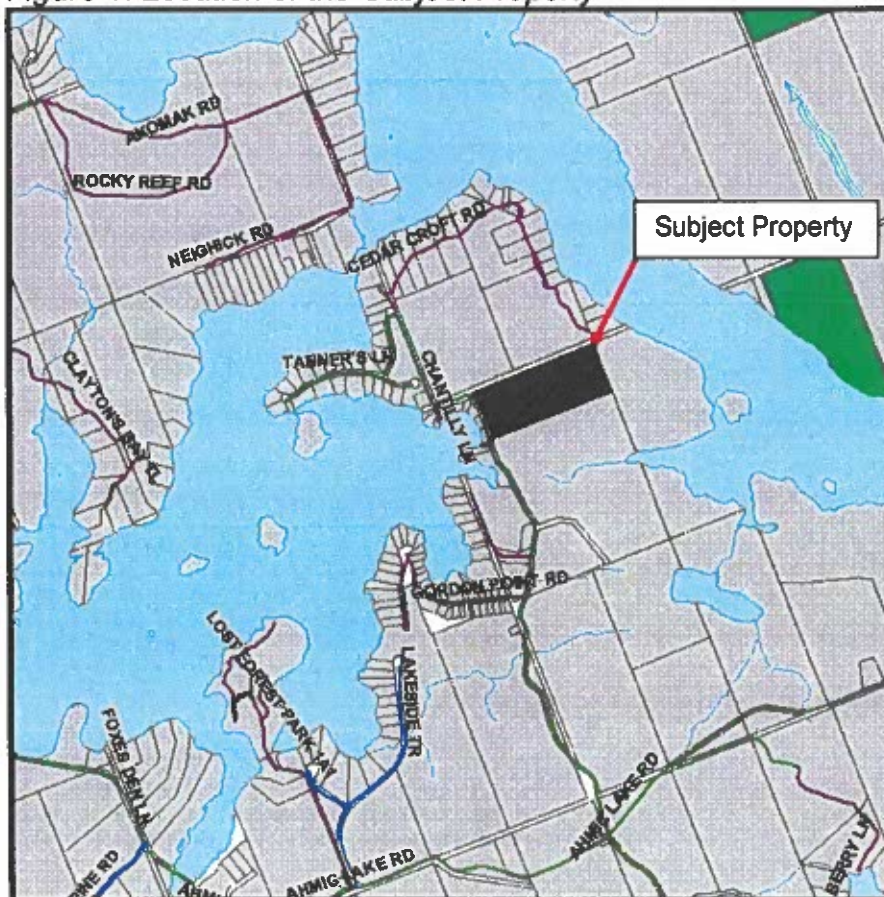
Proposal / Background

The Owners of the subject property, John Harris and Shirley Sutton, have submitted a Consent Application for the subject property located at Concession 4, Part Lot 14 and 15, Registered Plan PSR1413, Municipality of Magnetawan.

The proposed consent application seeks to create one new building lot fronting onto 15-16 Side Road. The new lot is intended to host a future residential use. Both the severed and retained lots are proposed to have access from 15-16 Side Road.

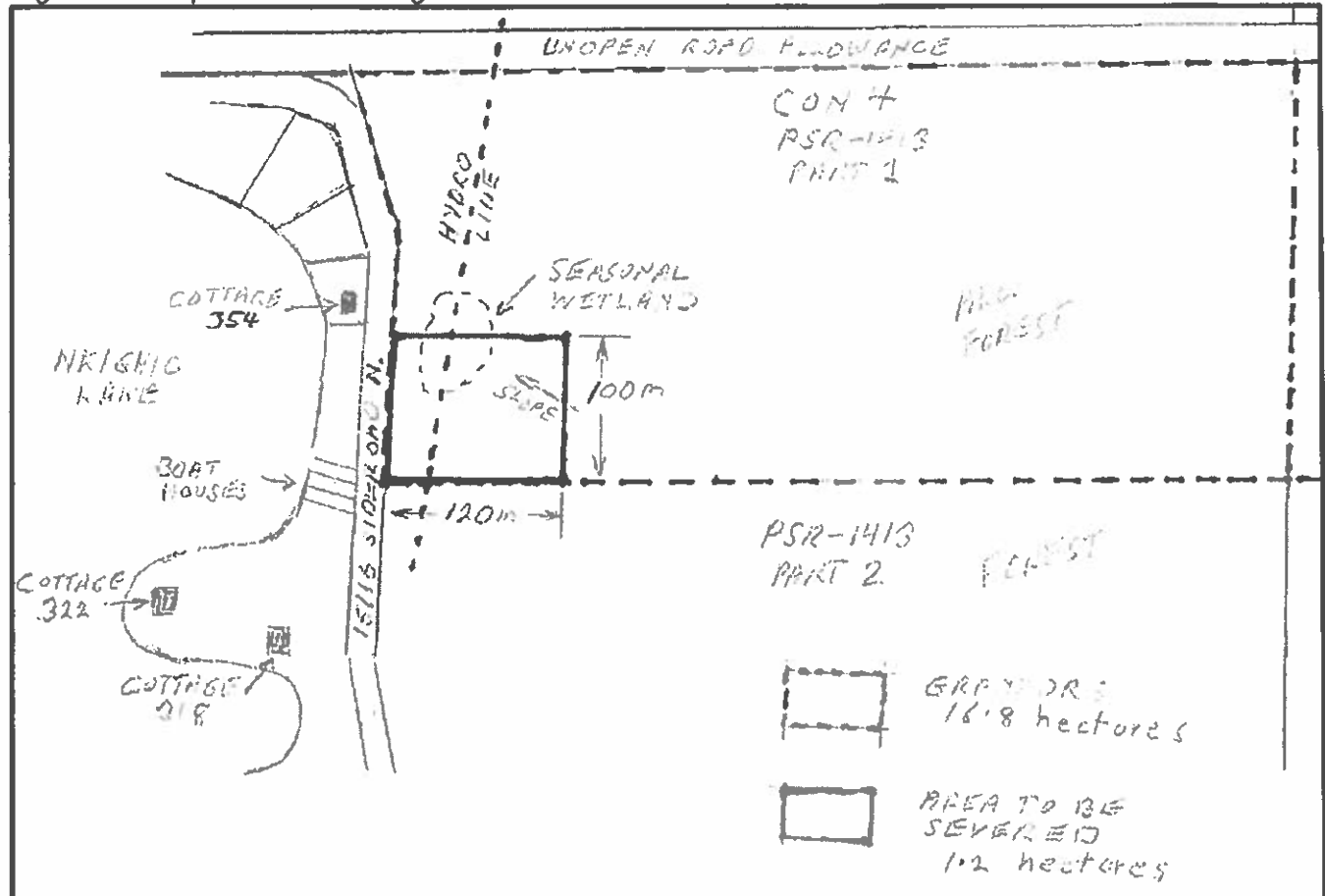
The property is located on the east side of 15-16 Side Road and is located to the east of Ahmic Lake as shown in Figure 1.

Figure 1: Location of the Subject Property



The subject property is currently vacant. The subject property has a lot area of 16.8 hectares and have approximately 267 metres of frontage onto 15-16 Side Road. It is proposed that the retained lands will be vacant and the severed lands will host a future seasonal residential use. The proposed lot configuration sketch that was provided by the Applicant is included as Figure 2.

Figure 2: Proposed Lot Configuration



The proposed retained lot is to be approximately 15.6 hectares in lot area and have approximately 167 metres of frontage onto 15-16 Side Road. The proposed severed lot is to be approximately 1.2 hectares in lot area and is to have approximately 100 metres of frontage onto 15-16 Side Road.

Area Context

North: Unopened road allowance and large tracts of forested areas.

East: Tracts of forested areas and Ahmic Lake

South: Tracts of forested areas and Rural properties

West: 15-16 Side Road and existing shoreline residential dwellings fronting onto Ahmic Lake.

Policy Analysis

Provincial Policy Statement

The Provincial Policy Statement (PPS) is a document that provides policy direction on matters of provincial interest concerning land use planning. Ontario has a policy led planning system and the PPS sets the foundation for regulating the development and use of land in the Province. The policies are set out to provide for appropriate development while also protecting resources of provincial interest, the quality of the environment and the public's health and safety. When making land use planning decisions, Planning Authorities must ensure that decisions are consistent with the PPS.

The subject property is not located within a settlement area and are therefore classified as being Rural Lands in the context of the PPS. The PPS, specifically Section 1.1.5.2, recognizes residential development, including lot creation, that is locally appropriate, as a permitted use on Rural Lands.

Section 1.6.6.4 provides policies that apply to development on individual on-site sewage and water serviced. It states that individual on-site sewage services and individual on-site water services may be used for a new development provided that site conditions are suitable for the long-term provision of such services with no negative impacts. It is proposed that the proposed severed lot will be serviced by individual sewage and water services. A condition of provisional consent has been included to require the Applicant to confirm that the proposed severed lot can accommodate a sewage disposal system and a well.

Section 1.6.6.6 states that planning authorities may allow for lot creation, confirmation is required that the proposed severed lot can be adequately serviced. Provided that the Applicant demonstrates that the proposed lots can be appropriately serviced, the proposed consent application is consistent with the lot creation policies contained in the PPS.

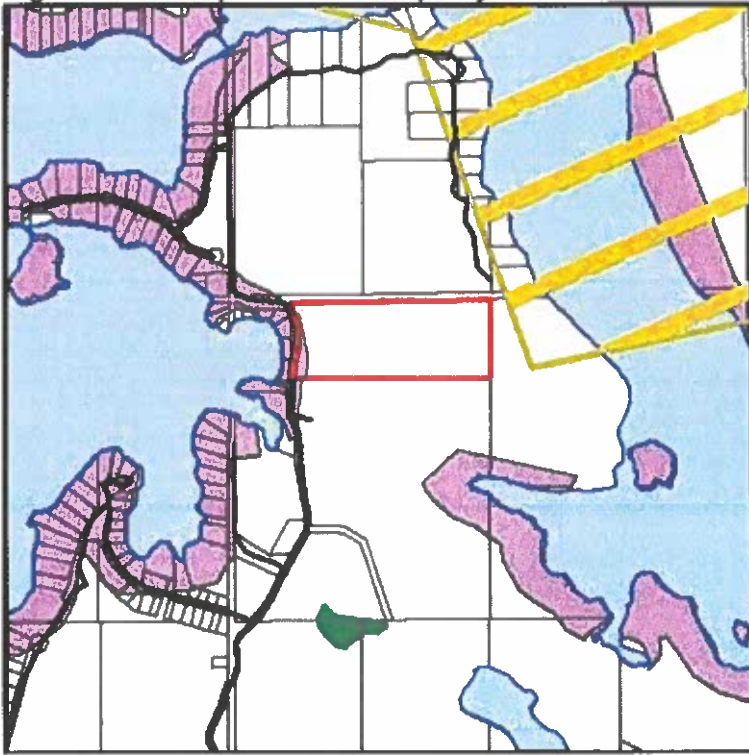
Section 3.1 provides policies pertaining to natural hazards including flooding. For Ahmic Lake, the Municipality's Official Plan defines the floodplain elevation as 281.97 CGD. Although the subject property does not directly front onto Ahmic Lake a review of the contour and topographic mapping for the subject property revealed that the entire property is located above the floodplain elevation for Ahmic Lake. Based on a review of contour information, there are areas on the proposed severed lot that are well above the floodplain elevation.

Subject to the recommended conditions, the proposed consent application is consistent with the PPS.

Municipality of Magnetawan Official Plan

The Municipality's Official Plan provides policies to manage change within the Municipality of Magnetawan. The policies in the Plan address the environment, cultural and built heritage, natural resources and servicing and transportation. In accordance with Schedule A – Land Use, the subject lands are designated Rural and Shoreline as shown in Figure 3.

Figure 3: Excerpt from Municipality's Official Plan



In accordance with Schedule B (Environmental Features) of the Municipality's Official Plan, the entire property is located within a Deer Wintering Area (Stratum 2).

Section 4.2.2 states the floodplain elevation for Ahmic Lake is 281.97 CGD. The construction of dwellings will be subject to this policy. Based on a review of contour information, there are locations on the proposed lot that exceed the floodplain elevation.

Section 4.5 of the Municipality's Official Plan contains policies regarding wetlands. Section 4.5 states the following:

Wherever possible these areas should be left in their natural state. Where it can be demonstrated to the satisfaction of Council that there is no reasonable alternative for the logical development of lands other than to develop a portion of a locally significant wetland, the Municipality will impose site plan control to ensure that the appropriate mitigation measures are employed to minimize the impact on the wetland. No development or site alteration will be permitted in or within 120 metres of any areas identified as potential provincially significant wetlands until an evaluation is completed by a qualified wetland evaluator using the Ontario Wetland Evaluation System: Northern Manual to conform its significance, as well as to address any significant impacts through completion of an Environmental Impact Assessment.

Section 4.6 of the Official Plan contains policies for Deer Habitat. As stated, within the significant deer habitat areas shown on Schedule B new lots should avoid areas of dense conifer cover or be of a sufficient size to provide a suitable development area including access and services, outside the most significant deer wintering habitat areas. It is noted that this policy requires the minimum lot size for new lots to be 90 metres frontage and 90 metres depth. The proposed severed lot is to have approximately 100 metres of frontage and approximately 120 metres of

depth. The proposed retained lot is to have approximately 167 metres of frontage and a depth of approximately 600 metres. The proposed lots exceed the minimum lot size requirements set out in Section 4.6 of the Official Plan.

In addition, Section 4.6 states *in shoreline areas, development shall be situated in locations that will not result in the removal of significant amounts of shoreline vegetation or affect shoreline habitat.* Although a portion of the subject property is located in the Shoreline designation, the subject property is classified as a back lot and as it does not have direct frontage onto Ahmic Lake. As submitted, the application does not propose any removal of vegetation on the severed or retained lands. The future building envelope location should be located on the severed lot that is in an area that requires minimal removal of existing vegetation.

Section 5.4.2 of the Official Plan includes policies that permit residential uses within the Shoreline designation. New lots should have a minimum lot size of 1.0 hectare and minimum lot frontage of 90 metres. The minimum lot area requirement of 1.0 hectare is consistent with Section 5.2.2 (Rural Areas) of the Official Plan. The proposed severed and retained lands both exceed the minimum lot frontage and minimum lot area requirements set out in Section 5.4.2.

The subject property is classified as a back lot, which is property situated behind a waterfront lot. Section 5.4.6 of the Official Plan contains development policies that pertain to backlot development and states:

Development in Shoreline areas shall generally occur as a single tier of development adjacent to the shoreline.

A limited amount of second tier development in the form of residential back lots may occur in areas where there is public access to the waterfront by means of a shoreline reserve, a public access or park area, or boat launch facility. Public access should be physically suitable and of adequate size to meet the needs of the development and should be provided within 300 metres of the proposed lots. Where such lots are approved, they should have a minimum frontage of 100 metres and a minimum lot area of 1.0 ha (2.5 acres).

The effect of any proposed second tier development shall be considered with respect to both the recreational and biological carrying capacity of the adjacent waterbody and therefore no second tier development would be permitted on lakes at or near capacity, which would not meet one of the special circumstances listed in 5.4.2.

Based on our review of Section 5.4.6 and measurements taken from aerial imagery, lot creation of the one new lot on the east side of 15-16 Side Road would be permitted as there is public access to Ahmic Lake via the road allowance for 15-16 Side Road within 300 metres of the proposed lots.

Policy 5.4.8, states that new development in the Shoreline Area should be directed to lands that are physically suitable for development in their natural state, in an effort to maintain the area's unique character. Although the subject property is classified as a back lot, Council may wish to apply Site Plan Control to ensure that vegetation within the front yard is maintained on each of the proposed lots and to ensure that suitable building locations are established.

Section 7.1.1 of the Official Plan contains criteria that are applicable to consent applications. Table 2 summarizes the consent policies and the relevance to the proposed consent application.

Table 2: Official Plan Section 7.7.1 Summary

Policy 7.7.1 Severance Criteria	Does the Application Conform?
a) A registered plan of subdivision is not necessary for the orderly development of the lands.	A Plan of Subdivision is required where 5 or more lots are proposed. The proposed application is for the creation of one new lot, therefore, a Plan of Subdivision is not required.
b) The lot size and setback requirements will satisfy specific requirements of this Plan and meet the implementing zoning by-law requirements.	The Zoning By-law requires a minimum lot area of 10 hectares and a minimum lot frontage of 134 metres. The retained lot meets the minimum required lot area and lot frontage requirements. The proposed severed, however, does not meet the minimum requirements. A Zoning By-law Amendment would be required to rezone severed lands to the Rural Residential Zone. It is recommended that this be included as a condition of consent.
c) The proposed lot must front on a publicly maintained road or, within the Shoreline designation, between existing lots on an existing private road with a registered right-of-way to a municipally maintained road or be a condominium unit, which may be created on private roads having access to a municipal year round road.	The retained lands front onto 15-16 Side Road. Both are identified as municipally year round maintained road in accordance with Schedule C of the Official Plan.
d) Lots for hunt camps, fishing camps, wilderness tourist camps or similar uses may be permitted on unmaintained municipal road allowances or on private right of ways to publicly maintained roads provided that the appropriate agreements are in place to ensure that the Municipality has no liability with respect to the use of these roads.	The consent application did not indicate that the proposed lot would be for seasonal, hunt camps, fish camps etc.
e) The lot must have road access in a location where traffic hazards such as obstructions to sight lines, curves or grades are avoided;	The proposed lot does not appear to create a traffic hazard and is proposed to front on to a publicly maintained road. An entrance

	permit should be obtained, if required by the Municipality.
f) The lot size, soil and drainage conditions must allow for an adequate building site and to allow for the provision of an adequate means of sewage disposal and water supply, which meets the requirements of the Building Code, the lot must have safe access and a building site that is outside of any flood plain or other hazard land.	The proposed severed lot appears to be of sufficient size. Approval from the North Bay Mattawa Conservation Authority (NBMCA) is required to confirm that the severed lot can be adequately serviced by on-site sewage and on-site water services. It is recommended that this be included as a condition of consent.
g) Notwithstanding subsection c), lots created for seasonal or recreational purposes may be permitted where the access to the lot is by a navigable waterbody provided that Council is satisfied that there are sufficient facilities for mainland parking and docking.	Access for the retained and severed lots would be via publicly maintained roads as identified on Schedule C of the Official Plan.
h) Any lot for permanent residential use shall be located on a year round maintained municipal road or Provincial highway.	The severed lot is to accommodate a residential use and would be located on a year round maintained municipal road.
i) In the Rural designation, new lots created by consent shall be limited to the following: <ul style="list-style-type: none"> i. The Township will permit the creation of up to eight new lots per year. The new lots must comply with the regulations as set out in the implementing Zoning By-law. ii. two lots per original hundred acre lot; iii. one lot for each 50 acre parcel which existed as of the date of approval of this Plan; and iv. infilling between existing residences within 300 metres of each other on the same side of a municipal road or Provincial highway 	<p>A portion of the subject lands are designated Rural. Based on our records the proposed consent application would not exceed eight new lots being created in the Rural designation.</p> <p>The proposed consent would fall within and comply with the limitation of the creation of one additional lot for each 50 acre parcel which existed as of the date of approval of the Official Plan, which is 2012.</p>
j) The creation of any lot will not have the effect of preventing access to or land locking any other parcel of land.	The proposal will not have the effect of preventing access to, or land locking any other parcel of land.
k) Any severance proposal on land adjacent to livestock operations shall meet the Minimum Distance Separation Formula I in accordance with the MDS Guidelines and shall demonstrate that the proposed water supply has not been contaminated from agricultural purposes.	The subject lands are not adjacent to livestock operations.

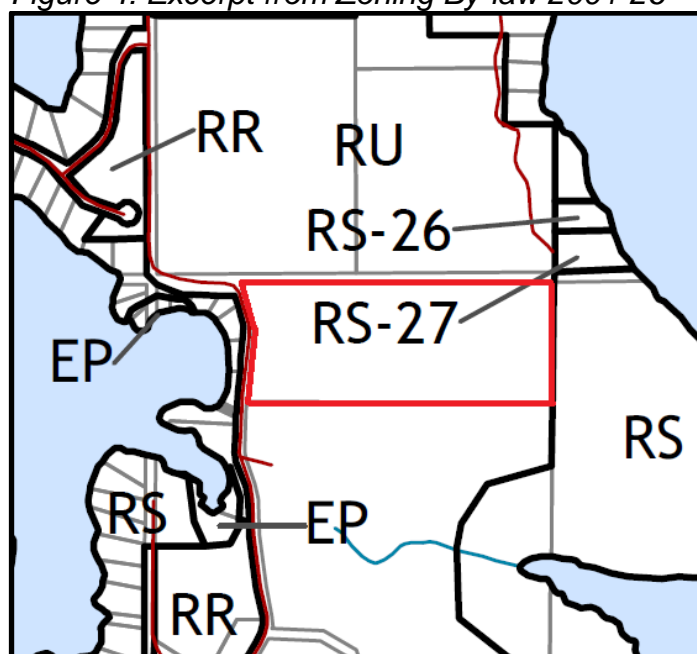
The proposed consent application conforms to the lot creation policies of the Official Plan, subject to the imposition of consent conditions as noted above.

The proposed consent application conforms to all other applicable policies contained within the Municipality's Official Plan.

Municipality of Magnetawan Zoning By-law

The subject lands are zoned Rural (RU) in the Municipality's Zoning By-law as shown in Figure 4.

Figure 4: Excerpt from Zoning By-law 2001-26



The proposed retained lands are to be vacant and the severed lot is to be developed in the future with a single detached dwelling.

Table 1 provides a summary of the reconfigured lots in relation to the minimum requirements for the Rural Zone.

Table 1: Rural (RU) Zone Standards

Zone Standard		Lot Configuration	
	Rural (RU) Zone	Proposed Retained Lot	Proposed Severed Lot
Minimum Lot Area	10 ha	15.6 ha	1.2 ha
Minimum Lot Frontage	134 m	167 metres	100 metres

Table 1 indicates that the proposed retained lot complies with the minimum Zoning By-law requirements for minimum lot frontage and minimum lot area for the Rural Zone. However, the proposed severed lot does not meet the minimum lot frontage requirement of 134 metres or the minimum lot area requirements for the Rural (RU) Zone. As a result, a Zoning By-law

Amendment would be required to rezone the proposed severed lot to the Rural Residential (RR) Zone to address these deficiencies. Given the proposed lot area and the proposed use of the property, the rezoning of the subject property to the Rural Residential (RR) Zone would be appropriate. The proposed severed lot would comply with the minimum lot area and lot frontage requirements for the Rural Residential Zone.

Summary

Based on a review of the Application, the proposed Consent application for one new lot is consistent with the Provincial Policy Statement, conforms to the policies of the Municipality of Magnetawan Official Plan. A Zoning By-law Amendment is require to bring the proposed severed lot into compliance with the provisions of the Municipality's Zoning By-law.

It is our opinion, subject to the recommended conditions, that the Consent Application to create one new lot, represents good land use planning and, should be provisionally approved based on the conditions outlined in the Recommendation section of this Report.

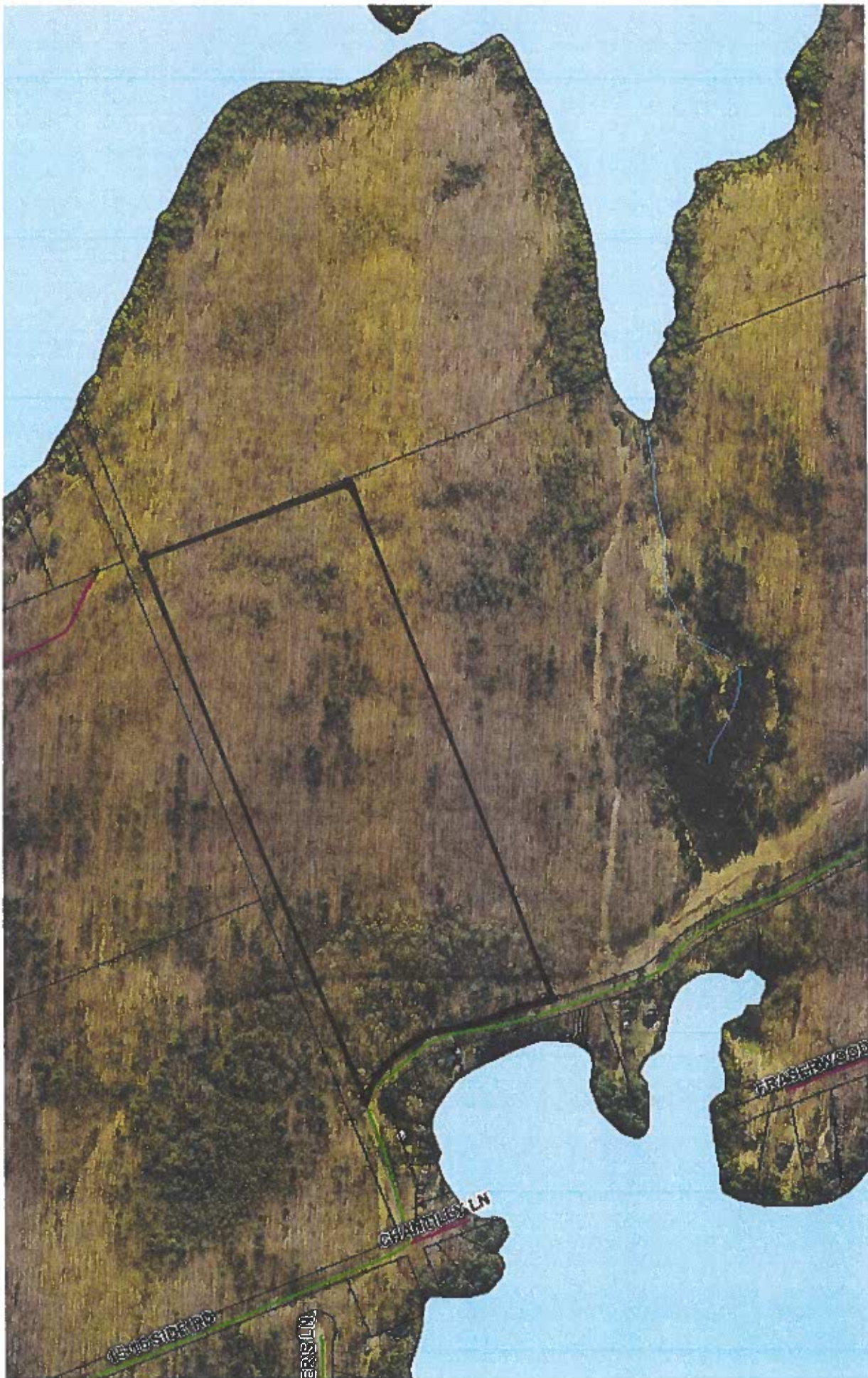
Respectively submitted,

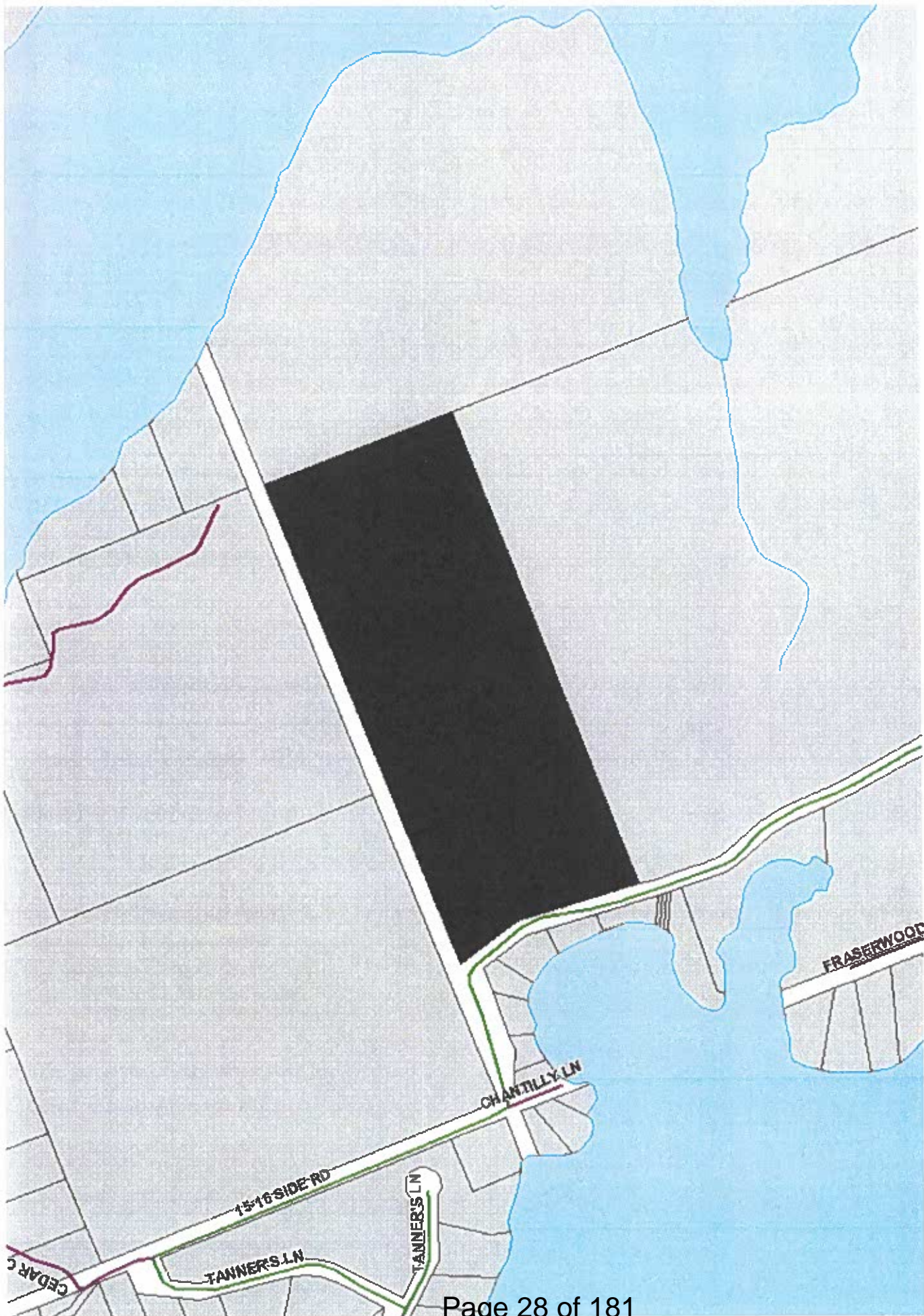


Jonathan Pauk HBASc., MSc.
Planning Consultant
MHBC Planning



Jamie Robinson, BES, MCIP, RPP
Planning Consultant
MHBC Planning





APPLICATION FOR CONSENT
Under Section 53 of the Planning Act

FILE #B.....

Note to Applicants: This application form is to be used if the **CENTRAL ALMAGUIN PLANNING BOARD** is the consent granting authority. In this form the term "subject" land means the land to be severed and the land to be retained.

Completeness of the Application

The information in this form that **must be provided by the applicant** is indicated by black arrows on the left side of the section numbers. This information is prescribed in the Schedule to Ontario Regulation 197/96 made under the **Planning Act**. The mandatory information must be provided with the appropriate fee. **If the mandatory information and fee are not provided, the CAPB will return the application or refuse to further consider the application until the information and fee have been provided.**

The application form also sets out other information that will assist the CAPB and others in their planning evaluation of the consent application. To ensure the quickest and most complete review, this information should be submitted at the time of application. In the absence of this information, it may not be possible to do a complete review within the legislated time frame for making a decision. As a result, the application may be refused.

Submission of the Application

- One application form is required for each parcel to be severed.
- A complete application form **MUST** include a council resolution from the organized municipality stating the **pre-consult requirements have been met** to its satisfaction and be accompanied by a list of conditions the municipality requires.

- The applicable fee is \$675 per lot created, per Lot Addition or per Right of Way – effective January 1, 2017
- 10 copies of the completed application form and 10 copies of the sketch are required by the CAPB. The copies may be used to consult with other ministries or agencies that may have an interest in the application.
- Please remember to include your property roll number

Measurements are to be in metric units.
1 ft = .3048 meters; 1 acre = 0.404686 hectare

For Help

To help you understand the consent process and information needed to make a planning decision on the application, refer to the Guide.

You can also call:
Susan L. Arnold, Secretary - Treasurer
Central Almaguin Planning Board
63 Marie St, P. O. Box 310
South River, On POA 1X0 705 386 - 2573
e-mail: centralalmaguinplan@hotmail.com
Web Page for forms: www.strongtownship.com
Office hours: Wednesdays- 9:00 a.m. to 2:00 p.m.

→ Please Print and Complete Appropriate Box(es)

1. Application Information – MUNICIPAL TAX - ROLL # 4944 030 00409400.0000

→ 1.1 Name of Owner(s). An owner's authorization is required in Section 11.1, if the applicant is not the owner.

Name of Owner(s) <u>JOHN L. HARRIS SHIRLEY SUTTON</u>	Home Telephone No. <u>905 727 1113</u>	Business Telephone No.
Address <u>24 DAVIDSON RD AURORA ON</u>	Postal Code <u>L4G 2B1</u>	

**1.2 Agent/Applicant: Name of the person who is to be contacted about the application, if different than the owner.
(This may be a person or firm acting on behalf of the owner) e-mail -**

Name of Contact Person/Agent	Home Telephone No.	Business Telephone No.
Address	Postal Code	Fax No.

2. Location of the Subject Land (Complete applicable boxes in 2.1)

2.1 District <u>MUNICIPALITY OF MAGNETAWAN</u>	Local Municipality/Unorganized Township	Former Municipality	Section or Mining Location No.
Concession Number(s) <u>CON 4</u>	Lot Number(s) <u>14 & 15</u>	Registered Plan No. <u>PSR 1413</u>	Lot(s)/Block(s)
Reference Plan No.	Part Number(s) <u>PART 1</u>	Municipal Address	Parcel Number <u>21081 55</u>
2.2 Are there any easements or restrictive covenants affecting the subject land? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes If Yes, describe the easement or covenant and its effect. <u>HYDRO LINE CROSSES SOUTH TO NORTH</u>			

3. Purpose of this Application

- 3.1 Type and purpose of proposed transaction (check appropriate box)
- | | | | | |
|----------|---|-------------------|-----------------------|---------------|
| Transfer | <input checked="" type="checkbox"/> Creation of a new lot | Addition to a lot | An easement | Other purpose |
| Other | A charge | A lease | A correction of title | |
- 3.2 Name of person(s), if known, to whom land or interest in land is to be transferred, leased or charged
- JOHN HARRIS SHIRLEY SUTTON
- 3.3 If a lot addition, identify the lands to which the parcel will be added.

4. Description of Subject Land and Servicing Information (Complete each subsection.)

- 4.1 Description
- | | | | |
|---------------|--------------------|---------------------|-------------------------------------|
| Frontage (m.) | <u>100</u> Severed | <u>167</u> Retained | <input checked="" type="checkbox"/> |
| Depth (m.) | <u>120</u> | <u>615</u> | <input checked="" type="checkbox"/> |
| Area (ha.) | <u>1.2</u> | <u>15.6</u> | <input checked="" type="checkbox"/> |
- 4.2 Use of Property
- Existing Use(s) EMPTY - FOREST
- Proposed Use(s) SINGLE FAMILY DWELLING BUILDING LOT
- 4.3 Buildings or Structures
- Existing (Date of Construction)
- Proposed
- 4.4 Access (check appropriate space)
- Provincial Highway
- ☒ Municipal road, maintained all year CROFT SIDEROD 15/16 NORTH
- Municipal road, seasonally maintained
- Other public road (e.g. LRB)
- Right of way
- Water Access (if so, describe below)
- Describe in section 9.1, the parking and docking facilities to be used and the approximate distance of these facilities from the subject land and the nearest public road.
- 4.5 Water Supply
- Publicly owned and operated
- pipd water system
- ☒ Privately owned and operated
- individual well
- Privately owned and operated
- communal well
- Lake or other water body
- Other means
- 4.6 Sewage Disposal (Check appropriate space)
- Publicly owned and operated
- sanitary sewage system
- ☒ Privately owned and operated
- individual septic tank¹
- Privately owned and operated
- communal septic system
- Privy
- Other means
- (1) A certificate of approval from the North Bay Mattawa Conservation Authority submitted with this application will facilitate the review.
- 4.7 Other Services (Check if the service is available)
- ☒ Electricity
- ☒ School Bussing
- Garbage Collection
- 4.8 If access to the subject land is by private road, or right of way was indicated in section 4.4., indicate who owns the land or road, who is responsible for its maintenance and whether it is maintained seasonally or all year.

5. Land Use

- 5.1 What is the existing official plan designation(s), if any, of the subject land?
DEER WINTERING
- 5.2 What is the zoning, if any, of the subject land? If the subject land is covered by a Minister's zoning order, what is the regulation number?
RURAL
- 5.3 Are any of the following uses or features on the subject land or within 500 metres of the subject land, unless otherwise specified. Please check the appropriate boxes, if any apply.

Use or Feature	On the Subject Land	Within 500 Metres of Subject Land, unless otherwise specified (indicate approximate distance)
<input type="checkbox"/> An agricultural operation including livestock facility or stockyard		
<input type="checkbox"/> A landfill		
<input type="checkbox"/> A sewage treatment plant or waste stabilization plant		
<input type="checkbox"/> A provincially significant wetland (Class 1, 2 or 3 wetland)		
<input type="checkbox"/> A provincially significant wetland within 120 metres of the subject land	N/A	
<input type="checkbox"/> Flood plain		
<input type="checkbox"/> A rehabilitated mine site		
<input type="checkbox"/> A non-operating mine site within 1 kilometre of the subject land		
<input type="checkbox"/> An active mine site		
<input type="checkbox"/> An industrial or commercial use, and specify the use(s)		
<input type="checkbox"/> An active railway line		
<input type="checkbox"/> A municipal or federal airport		
<input type="checkbox"/> Utility corridors		

6. History of the Subject Land

- 6.1 Has the subject land ever been the subject of an application for approval of a plan of subdivision or consent under the Planning Act?
☒ No ☐ Yes ☐ Unknown If Yes and if Known, provide the Ministry's application file number and the decision made on the application.
- 6.2 If this application is a re-submission of a previous consent application, describe how it has been changed from the original application
- 6.3 Has the subject land ever been the subject of an application for approval of a plan of subdivision or consent under the Planning Act?
☒ No ☐ Yes ☐ Unknown If Yes, provide for each parcel severed, the date of transfer, the name of the transferee and the land use.

7. Current Applications

- 7.1 Is the subject land currently the subject of a proposed official plan or official plan amendment that has been submitted to the Minister for approval?
☒ No ☐ Yes ☐ Unknown If Yes and if Known, specify the Ministry file number and status of the application.
- 7.2 Is the subject land the subject of an application for a zoning by-law amendment, Minister's zoning order amendment, minor variance, consent or approval of a plan of subdivision?
☒ No ☐ Yes ☐ Unknown If Yes, and if Known, specify the appropriate file number and status of the application.

8. Sketch (Use the attached Sketch Sheet) To help you prepare the sketch, refer to the attached Sample Sketch.

➤ The application shall be accompanied by a sketch showing the following:

- ☐ the boundaries and dimensions of the subject land, the part that is to be severed and the part that is to be retained
- ☐ the boundaries and dimensions of any land owned by the owner of the subject land and that abuts the subject land and the distance between the subject land and the nearest township lot line or landmark, such as a railway crossing or bridge
- ☐ the location of all land previously severed from the parcel originally acquired by the current owner of the subject land
- ☐ the approximate location of all natural and artificial features on the subject land and adjacent lands that in the opinion of the applicant may affect the application, such as buildings, railways, roads, watercourses, drainage ditches, river or stream banks, wetlands, wooded areas, wells and septic tanks
- ☐ the existing use(s) on adjacent lands
- ☐ the location, width and name of any roads within or abutting the subject land, indicating whether it is an unopened road allowance, a public travelled road, a private road or a right of way
- ☐ if access to the subject land is by water only, the location of the parking and boat docking facilities to be used
- ☐ the location and nature of any easement affecting the subject land

9. Other Information

Is there any other information that you think may be useful to the CAPB or other agencies in reviewing this application? If so, explain below or attach on a separate page.

10. Affidavit or Sworn Declaration

* ➤ I, John L. Harris Shing Sui of the TOWN OF AURORA
in the DISTRICT OF YORK make oath and say (or solemnly declare) that the information contained in this application is true and that the information contained in the documents that accompany this application is true.

Sworn (or declared) before me

at the Town of Collingwood

in the County of Simcoe

this 24th day of September 2020

Chris Squire
Commissioner of Oaths

J. L. Harris Shing Sui
Applicant

11. Authorizations

- 11.1 If the applicant is not the owner of the land that is the subject of this application, the written authorization of the owner that the applicant is authorized to make the application must be included with this form or the authorization set out below must be completed.

Authorization of Owner for Agent to Make the Application

I, _____, am the owner of the land that is the subject of this application for a consent and I authorize _____ to make this application on my behalf.

Date

Signature of Owner

- 11.2 If the applicant is not the owner of the land that is the subject of this application, complete the authorization of the owner concerning personal information set out below.

Authorization of Owner for Agent to Provide Personal Information

I, _____, am the owner of the land that is the subject of this application for a consent and for the purposes of the **Freedom of Information and Protection of Privacy Act**, I authorize _____ as my agent for this application, to provide any of my personal information that will be included in this application or collected during the processing of the application.

Date

Signature of Owner

12. Consent of the Owner

- Complete the consent of the owner concerning personal information set out below.

Consent of the Owner to the Use and Disclosure of Personal Information

* I, John Harris / Shirley Sutton, am the owner of the land that is the subject of this consent application and for the purposes of the **Freedom of Information and Protection of Privacy Act**, I authorize and consent to the use by or the disclosure to any person or public body of any personal information that is collected under the authority of the **Planning Act** for the purposes of processing this application.

September 24, 2020
Date

J. L. Harris Shirley Sutton *
Signature of Owner

- The CAPB will assign a File Number for complete applications and this should be used in all communications.

Applicant's Checklist: Have you remembered to attach:

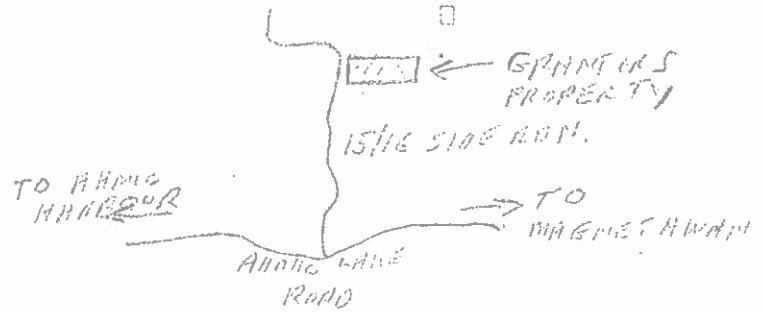
- ☐ 10 copies of the completed application form?
- ☐ 10 copies of the sketch?
- ☐ 1 copies of the North Bay Mattawa Conservation Authority comments regarding Septic system
- ☐ The required fee payable to the Central Almaguin Planning Board

Forward to: CENTRAL ALMAGUIN PLANNING BOARD, P.O.Box 310, South River, ON POA 1X0

Sketch Sheet

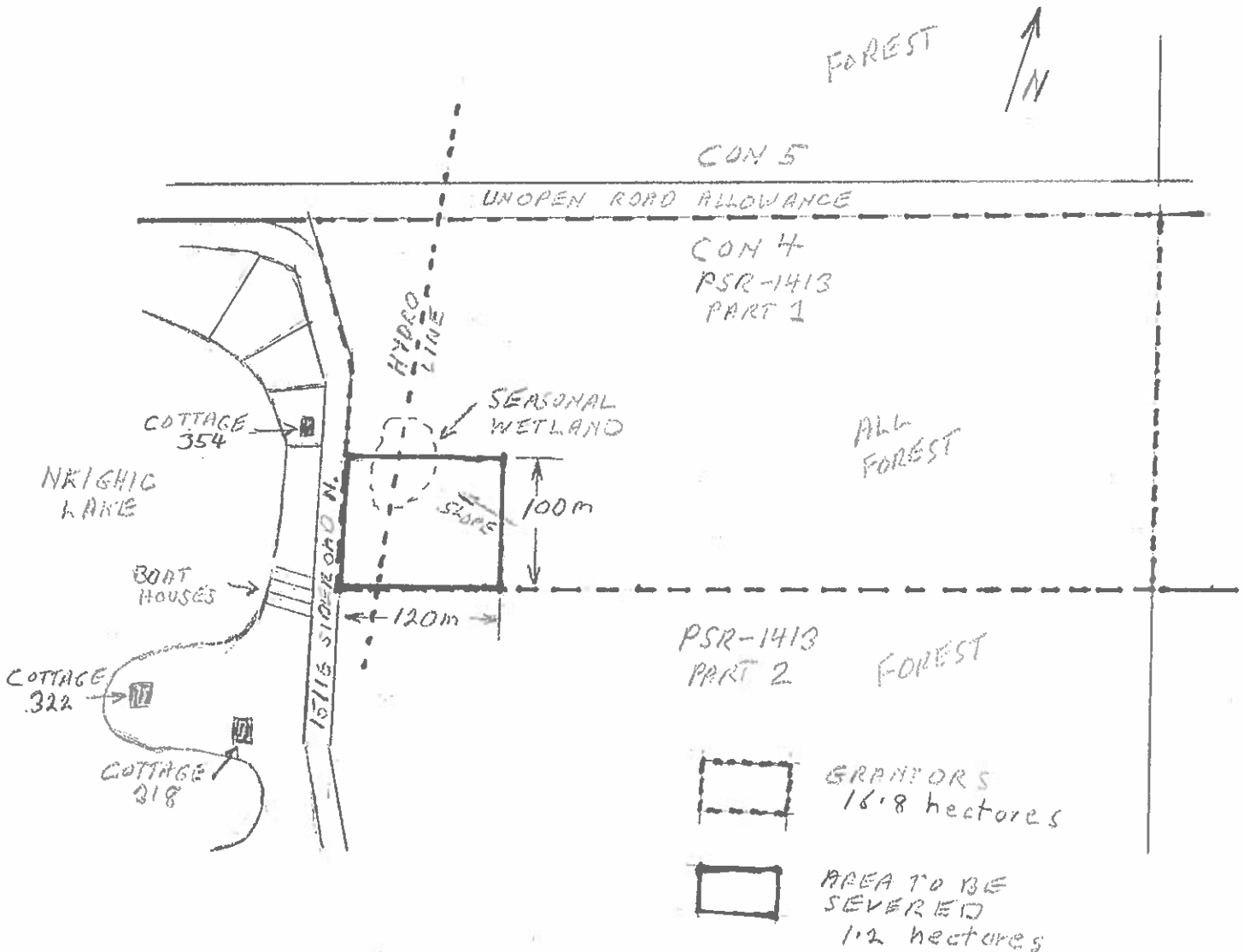
Sketch Accompanying Application. (Please Use Metric Units)
(See Section 8)

Key Plan N



1101(08/96)

Page 6



REPORT TO COUNCIL

To: Mayor and Council Members

From: Brian Horsman CBCO, Chief Building Official

Re: Consideration to purchase a vehicle for use by the Building Department

Date: October 12, 2020

Background: In 2019 the Building Department logged in excess of 17,800 kms, by itself this number may not be considered excessive. However given the fact that we have a shared service agreement and the mileage from our partner municipality was in excess of 10,000 kms., this changes the view of what is considered excessive. To exacerbate the situation we provided temporary assistance to an adjoining municipality for six months, which added another 15,000 kms.

Our concern is that the cost of buying, maintaining and use of a private vehicle for municipal use is exceeding the compensation provided by the town.

Consideration: We are experiencing more growth than anticipated and we expect that growth to continue well into the future, this will translate to greater demands on the cost of providing services. There is the potential to grow the department

and to expand the Shared Service Agreement, this will create more demand on services and subsequently the cost of services.

Further Consideration: Currently we have responded to 44 permits with a revenue of approximately \$115,000.00. We are extremely busy and continue to be busy, partially due to Covid, a large number of cottagers decided to self isolate here and fill in their time by trying their hand at constructing small sheds, garages, decks etc. largely due to a lack of builders available. We were inundated with many home handy man projects, as one cottager stated --- how hard can it be ??? Frankly the time to assist in processing these home handy man projects took longer than processing an application for an entire dwelling.

I have included the best result of a tender call by Kearney for a vehicle purchase from a local dealer. (Ram 1500 Truck \$38,000.00) This is for information only and if we decide to purchase or lease a vehicle the proper protocols will be followed for procurement.

In order to supplement the purchase of a vehicle we should keep in mind that we have a reserve fund from our participation with McMurrick / Monteith. The reserve fund with Kearney is still waiting a decision on sharing the revenue.

Option No. 1) The Town of Magnetawan to purchase a vehicle for the use by the Building Department

Option No. 2) The Town of Magnetawan leases a vehicle for a minimum of three years with an option to purchase when the lease expires.

Option No. 3) The Town of Magnetawan amends the current compensation package of private vehicles use by the Town of Magnetawan with a combination of flat rate plus a set rate per km of use.

Option No. 4) To accept the report from the CBO for future consideration

Conclusion: I trust the information provided identifies the more relevant and important issues and not just the issue of cost to the Town. It is not reasonable that an employee carry the burden of financing a private vehicle to provide the municipality a service level which is their obligation to provide and which is reflected in the fees charged for that service.

Recommendation : “ That Council select option no. 1) to purchase a vehicle for use by the Building Department “

Moved by: _____**Seconded by:** _____

BE IT RESOLVED THAT the Council of the Municipality of Magnetawan accepts the quotation from Frank Pattillo, P.Eng., Greener Earth Engineering & Design, for engineering fees for 28 Church Street, Foundation Repair, in the amount of \$850.00 plus HST.

Carried _____ Defeated _____ Deferred _____

Sam Dunnett, Mayor

Recorded Vote Called by: _____

Recorded Vote

Member of Council	Yea	Nay	Absent
Brunton, Tim			
Hetherington, John			
Kneller, Brad			
Smith, Wayne			
Mayor: Dunnett, Sam			

RESOLUTION NO. 2020 –

NOVEMBER 04, 2020

Moved by: _____

Seconded by: _____

BE IT RESOLVED THAT the Council of the Municipality of Magnetawan receives the resolution from the Magnetawan Community Development Committee, October 06, 2020 and adopts the recommendation to utilize the Museum Assistant Program COVID 19 Funds for the installation of an additional display case as well as improving existing display cases at the Heritage Centre.

Carried _____ Defeated _____ Deferred _____

Sam Dunnett, Mayor

Recorded Vote Called by: _____

Recorded Vote

Member of Council	Yea	Nay	Absent
Brunton, Tim			
Hetherington, John			
Kneller, Brad			
Smith, Wayne			
Mayor: Dunnett, Sam			



Magnetawan Community Development Committee (MCDC)

RESOLUTION No. 2020 - 23

October 6, 2020

Moved by: Marilyn Roaflaub *Marilyn Roaflaub*

Seconded by: Merik Szabunio *Merik Szabunio*

WHEREAS the Magnetawan Community Development Committee happily accepts the \$5,000 grant from the Museum Assistance Program, COVID-19 Emergency Support Fund, and thanks the Minister of Canadian Heritage for their support;

AND WHEREAS the Committee has reviewed the Museum Assistance Program, COVID-19 Emergency Support Fund Spending Recommendations Report as presented;


NOW THEREFORE BE IT RESOLVED THAT, the Magnetawan Community Development Committee respectfully requests that Council consider utilizing the grant for the following initiatives:

giving priority to installing an additional display case and improving existing display cases.

Carried _____ Defeated _____ Deferred _____

Merik Szabunio

Chair,

 <p>Municipality of Magnetawan</p>	<p align="center">REPORT TO MAGNETAWAN COMMUNITY DEVELOPMENT COMMITTEE</p>
To:	Chair and Members
From:	Erin Murphy, Community and Recreation Supervisor
Date of Meeting:	October 6, 2020
Report Title:	Museum Assistance Program, COVID-19 Emergency Support Fund Spending Recommendations

Recommendation: THAT the Board receives and approves this report as presented for information and makes its recommendations to Council.

Background: On August 19, 2020, the Department of Canadian Heritage approved the municipality's application for financial support in the amount of \$5,000 from the Museum Assistance Program, COVID-19 Emergency Support Fund for the Heritage Centre. This fund is allocated for any expenses that supports business operations and activities that allow for the continuous care of our heritage collection. These funds need to be spent by March 31st, 2021.

Spending Recommendations:

I recommend spending a portion of the allocated funds on an additional display case that can be installed in the room to the left from the main entrance. There are currently no display cases in that room and the addition of one display case would help preserve the artifacts and showcase them in a better light, adding to the visitors' experience. I also recommend replacing one of the current wall shelves in that room. The shelf is on the older side, and the risk of both the shelf and artifacts falling are getting greater as years go on. By replacing this shelf, it would help ensure the safety of the artifacts, our visitors, as well as potentially provide more space for the artifacts to be displayed.

We currently have three large display cases in the room to the right from the main entrance that showcases many historical artifacts. Due to the top of the display cases not being fully enclosed, the display cases tend to get dirty more frequently. I recommend enclosing the top of the display cases, as this would help ensure artifacts stay clean and preserved. Additional upgrades inside the display cases are also needed, such as shelf liners that would go on the bottom of the display case and new light bulbs. The lighting is quite dim at times and with brighter bulbs, it would brighten the display cases up and allow viewers to see artifacts in their entirety.

We have a number of quilts that do not have a proper display area. They are currently hanging on the railing by the main entrance and on the Volt Generator. This causes the front area to look quite

crowded and sometimes blocks the display of other artifacts. I recommend purchasing a quilt display rack, as it would provide a designated area for the quilts to be showcased.

If we have any remaining funds, I recommend spending it on a plaque and wooden stand for the outdoor artifact to provide visitors with information of what it is. There is currently no description of the artifact.


Financial Implications: All costs will be covered by the COVID-19 Emergency Support Fund.

Conclusion: The spending recommendations align with the funding guidelines provided by the Department of Heritage. I believe these recommendations allow for the continued preservation and overall well-being of our cultural and historical artifacts, maintaining them for years to come.

Respectfully Submitted,

Erin Murphy

Erin Murphy
Community and Recreation Supervisor

 <p>Municipality of Magnetawan</p>	<p>REPORT TO COUNCIL</p>
To:	Mayor and Council
From:	Erin Murphy, Community and Recreation Supervisor
Date of Meeting:	November 4, 2020
Report Title:	Magnetawan Locks and Heritage Centre Summer Overview

Recommendation: THAT Council receives this report for information only.

Background: This report is to inform Council of how the Magnetawan Locks and Heritage Centre operated over the course of the 2020 summer season. This includes amount of revenue generated, number of visitors to the Heritage Centre, and number of boats travelling through the Locks this season compared to last years. An overview is also provided of the new initiatives that were implemented as well as what recommendations could be done for next year.

The Municipality of Magnetawan received a grant from the Canada Summer Jobs program with Employment and Social Development Canada. This program aims to provide quality work experience for youth, assisting them in developing skills to successfully transition in the labour market. Through this program, the Municipality was able to hire six summer students to operate and maintain the Heritage Centre and Magnetawan Locks from the last weekend in June to Labour Day weekend.

Magnetawan Locks:

The Magnetawan Locks is a hand-operated dam and lock system that allow boats to access Ahmic Lake and Lake Cecebe for \$5.00 a day. This year, 164 boats travelled through the locks, generating \$824.85 in revenue. This is an increase from last year, that had 156 boats travel through the locks, generating \$783.19 in revenue. Considering the restrictions on travelling due to COVID-19, it is great to see the increase in boat traffic and community use of the Locks.

There were four summer students that worked at the Locks this summer with two summer students working each shift, manually opening and closing the lock gates, providing boaters with a safe and enjoyable experience while travelling through the locks. The students demonstrated great initiative, as they took on additional shifts during the second half of the season due to being short one staff member. One of the students suggested having designated rain day tasks for next season, as this will add to their skill development and provide additional tasks to complete when no boats are travelling through the locks.

The Magnetawan Lock System pamphlet was developed at the end of the season as many visitors showed interest in receiving additional information regarding the Locks and to have its operating hours on hand. The pamphlet includes information regarding how the lock system operates, its history, and operating hours. We are working towards having the pamphlet available at various marinas, associations, and organizations around town. This pamphlet will also be available at the Locks information booth, where summer students can hand them out to visitors.

Heritage Centre:

The Heritage Centre connects and informs locals and visitors with Magnetawan's history and culture through its artifacts, structures, and intangible elements such as traditions, rituals, and beliefs. Unlike previous years, there was no admissions fee to visit the Heritage Centre this year; however, donations were accepted. The Heritage Centre generated \$412.85 in donations this year. There were 409 recorded visitors to the Heritage Centre with the busiest day of the year being July 31st, with 26 visitors. This does not include visitors who visited the Log Cabin and steam engine but might not have necessarily gone up to visit the Heritage Centre. Last year, the Heritage Centre generated \$648.00 in admissions and \$223.00 in donations but there was no visitor count kept.

There were two summer students who worked at the Heritage Centre this summer, providing information to visitors about the history of Magnetawan and its surrounding areas. Visitors reported in the visitor guest book and in-person on the friendliness of the staff and how helpful and knowledgeable they were. The students were crucial in the implementation of several new initiatives. Some of which include: painting the mural, displaying, and distributing the Heritage Centre Kids Activity Booklet, refurbishing, and painting the information desk, as well as assisting with gathering information regarding the artifacts for QR codes.

Heritage Centre Projects:

A number of projects at the Heritage Centre were implemented, providing visitors with an interactive experience, and enriching their cultural and historical experiences. Lily, a summer student created and painted a mural on the inside of the Heritage Centre, behind the information desk. Magnetawan's rich heritage is exemplified throughout this mural, with notable artwork of the locks, steam engine and fishing. Several visitors complimented the mural through reviews in both the Heritage Centre visitor guest book and in-person to the summer staff.

To engage with younger audiences, a Heritage Centre Kids Activity Booklet was created and implemented during the last two weeks of the season. The aim was to encourage, teach and connect youth with Magnetawan's heritage in a fun and interactive way. This booklet was offered free of charge and consisted of a story about the Magnetawan River, drawing and colouring activities, interactive games, and an arts and crafts activity. One of the summer students created a fantastic display to showcase the booklet and the arts and crafts activity. We supplied 25 booklets and by the end of the season, half of them were taken. With the booklets being made available at the beginning of the season next year, it will provide the municipality with a better understanding of

how popular this initiative is. It would be beneficial to have various types of arts and crafts activities that interchange throughout the season. It may also be valuable to have these booklets available at the municipal office during the Heritage Centre's off-season to provide additional exposure, awareness, and promotion.

QR codes for the Heritage Centre and Log Cabin artifacts are currently being created, which when scanned using a phone or tablet, will lead visitors to individual pdf pages containing additional information about the artifacts. To date, the Log Cabin QR codes, pdf pages and QR code display cards have been created. We are currently working on the Heritage Centre QR codes and its pdf content. Our goal is to have this implemented by the start of the next season.

Financial Implications:

Having the Heritage Centre Kids Activity Booklet professionally printed would create a standardized and polished look, appealing to visitors.


Conclusion:

The consistent use of the Magnetawan Locks and Heritage Centre from the public is increasing and continues to be a valuable tourist and local spot for the Magnetawan community. The continued preservation and upkeep of these facilities are important in maintaining them for years to come.

Respectfully Submitted,

Erin Murphy

Erin Murphy
Community and Recreation Supervisor

 <p>Municipality of Magnetawan</p>	<p>REPORT TO COUNCIL</p>
To:	Mayor and Council
From:	Scott Edwards, Public Works Superintendent
Date of Meeting:	November 4th 2020
Title: Report	Award of Tender 2020-09 Guide Rail Inventory

Recommendation: THAT Council receives and approves this Report as presented.

Background:

During the 2020 Budget it was identified from the GHD Bridge Report that various bridges and culverts required guide rail improvements. It was determined that for the most part this could be done inhouse by the Roads Staff as part of the 2020/21 construction projects.

Evaluation: As it is in the interest of the Municipality to replace the Guide Rails and continue improvements as outlined by the GHD Bridge Report, Tender 2020-09 Guide Rail Inventory was posted.

Financial Implications: Funds for this Project were budgeted for 2020 under Bridges & Culvert Capital 1-4-3011-8000 for \$130,000.00 and the following bids were received:

Hubb-Cap Ltd disqualified as Incomplete

Pivot Safety Products \$79,652.42 HST included – net \$70,488.68

The winning bid has come in at approx. \$59,000 under budget.

Conclusion: The Public Works Superintendent recommends moving forward with the bid from Pivot Safety Products to continue with Bridge and Culvert improvements so as to ensure the safety of the Traveling Public.

Respectfully Submitted,

Scott Edwards

Scott Edwards,
Public Works Superintendent



PERMIT FOR ROAD OCCUPATION CONSTRUCTION/RECREATION

Authorized under By-law 2000-29

Municipality of Magnetawan Public Works Department
4304 HWY 520 Magnetawan, ON P0A 1P0

(705) 387-3947

publicworks@magnetawan.com

Construction ☐ Recreation ☐

PERMIT# _____

Applicant:

Name _____

Address _____

Phone Number _____

Hereby make application to occupy

Road _____

Reason for Road Occupancy: _____

If requested that the road as aforesaid be occupied on the

Start: _____ Day of _____, 20____

Time: _____

End: _____ Day of _____, 20____

Time: _____

If Closure, traffic will be detoured via _____

CONSTRUCTION

Upon obtaining such permit and before commencing the work, the applicant shall provide, and during the course of the work shall maintain the following:

1. All staff wear safety equipment **AT ALL TIMES** including hard hats, reflective vests and safety boots while on the municipal road allowance.
2. All damage, disruption, or removal of existing works such as curb, sidewalk etc. related to the work activity shall be reinstated by the applicant to the satisfaction of the Municipality. All road repairs will be the financial responsibility of the Applicant.
3. No asphalt surfaces shall be cut. Crossings being bored where possible
4. The traffic plans must be executed in accordance to Book 7 of the Ontario Traffic Manual.
5. Disturbed areas shall be graded to direct drainage away from the municipal road. The ditches, shoulders and travelled road surface, must be restored to its original condition.
6. The Municipality of Magnetawan requires all equipment and staff to be off the municipal road allowance by 4p.m. on weekdays prior to a weekend or long weekend.

RECREATION

Upon obtaining such permit and before the event, the applicant shall provide, and during the event shall maintain the following:

1. All damage caused by any event activity shall be reinstated by the applicant to the satisfaction of the Municipality. All road repairs will be the financial responsibility of the Applicant. Any cost over and above the amount of the forfeited deposit will be the financial responsibility of the Applicant.
2. Traffic plan must be executed in accordance with Book 7 of the Ontario Traffic Manual.
3. The Municipality of Magnetawan requires schedule of times and events for duration of the road occupation.

The undersigned assumes full responsibility for public and employee safety at and around the site and will keep in effect liability insurance to a minimum value of \$5,000,000.00 against loss or damage resulting from an act or omission on the part of the applicant. The undersigned will also comply with all Acts, Regulations, and By-laws which may apply to any work done on the site and obtain all necessary approvals for the above noted works which may include: Local utilities, Ministry of Natural Resources, local Conversation Authorities, and/or any applicable legislation. If any applicant is in contravention of this application deposit monies will be forfeited. Payment in full including deposit and proof of insurance indemnifying the Municipality must accompany this application

MAP OF TRAFFIC PLANS

EXTENSIONS

Where time extension is required, the holder of this permit shall apply for such extension at least 24 hours in advance of stated date or re-opening. Time extensions must be authorized by the Public Works Superintendent or his authorized representative before taking effect. Failure to comply, will render this permit void and all deposit monies will be forfeited.

*Permits will be issued to the applicant and must be visible or readily available to be produced when requested.

**Permits are only valid if signed and numbered by the Public Works Superintendent.

SIGNATURE OF APPLICANT _____

EMAIL _____

ADDRESS _____

SIGNATURE OF PUBLIC WORKS SUPERINTENDENT _____

PHONE _____

FAX _____

POSTAL CODE _____

DATE _____

FOR OFFICE USE ONLY

PERMIT FEE \$ _____

DEPOSIT \$ _____

Approved by _____

Signature of Public Works Superintendent _____

Date _____

DRAFT CHANGES HIGHLIGHTED
THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

BY-LAW NO. 2020 -

Being a By-law to Establish Fees and Charges

WHEREAS Section 391(1) of the *Municipal Act, 2001, S.O. 2001, c. 25*, as amended, authorizes the Council of a local municipality to pass by-laws imposing fees or charges for services or activities provided or done by or on behalf of it; for costs payable by it for services or activities provided or done by or on behalf of any other municipality or local board; and for the use of its property including property under its control;

AND WHEREAS Section 69 of the *Planning Act, R.S.O. 1990, c. P. 13*, provides that the Council of a municipality may prescribe a tariff of fees for the processing of applications made in respect of planning matters;

AND WHEREAS Section 7 of the *Building Code Act, 1992, S.O. 1992, c. 23*, as amended, authorizes a municipal Council of a municipality to pass a by-law requiring the payment of fees on applications for and issuance of permits and prescribing the amounts thereof;

AND WHEREAS Pursuant to Section 270(1) of the *Municipal Act* the Council of the Corporation of the Municipality of Magnetawan provided notice in accordance with the Municipality of Magnetawan Provision of Notice Policy By-law 2016-12.

NOW THEREFORE the Council of the Corporation of the Municipality of Magnetawan hereby enacts as follows:

1. GENERAL

- 1.1.** Council hereby establishes the fees and charges as set out in the Schedule A attached hereto and forming an integral part of this By-law.
- 1.2.** This By-law shall be known and may be cited as the “Municipality of Magnetawan Fees and Charges By-law”.
- 1.3.** The fees set out in the attached Schedule A shall be paid for the services or activities listed, and all fees are per occasion or request.
- 1.4.** No request by any person for any information, service, activity or use of Municipal property will be provided unless and until the person requesting the information, service, activity or use of Municipal property has paid the applicable fee in the prescribed amount as set out in the Schedules.
- 1.5.** The fees and charges will be subject to Harmonized Sales Tax (HST) and Retail Sales Tax (RST), where applicable, as noted.

1.6. Unpaid Fees shall be added to the owner's tax account and collected in like manner as taxes.

2. SEVERABILITY

If any provision or part of a provision of this by-law is declared by any court or tribunal of competent jurisdiction to be illegal or inoperative, in whole or in part, or inoperative in particular circumstances, the balance of the by-law, or its application in other circumstances, shall not be affected and shall continue to be in full force and effect.

3. CONFLICT WITH ANY OTHER BY-LAW

In the event of any conflict between any provisions of this by-law and any other by-law heretofore passed, the provisions of this by-law shall prevail.

4. REPEAL OF PREVIOUS BY-LAWS

That By-law 2020-18 be hereby repealed effective the date of passing of this By-law.

5. EFFECTIVE DATE

This by-law shall come into force and effect on January 01, 2021.

READ A FIRST, SECOND, AND THIRD TIME, passed, signed and the Seal of the Corporation affixed hereto, this _____ day of _____, 2020

**THE CORPORATION OF THE
MUNICIPALITY OF MAGNETAWAN**

Mayor

CAO/Clerk

SCHEDULE "A" To By-law 2020-**no changes from 2020****COMMUNITY SERVICES –FACILITY SERVICES****Magnetawan Community Centre, Lion's Pavilion & Ahmic Harbour Community Centre****All prices subject to applicable taxes (HST)**

Magnetawan Community Centre A damage deposit fee of \$250 per day event is required as-well upon booking. Deposit less repair costs, if any, will be returned following post-rental inspection		Monday to Thursday (per day)	Friday to Sunday (per day)	Friday 6 pm to Sunday 6 pm (weekend)
Commercial/ *Non-Resident full day		\$170	\$195	\$390
Commercial/Non-Resident up to 4 hrs.		\$100	per day	\$120
Resident full day		\$120	\$145	\$290
Resident up to 4 hours		\$70	per day	\$90
**Non-profit full day		\$120	\$145	\$290
Non-profit up to 4 hours		\$70	per day	\$90
Add-ons				
Kitchen Rental (Not Available for Individual Rental)		\$75	\$85	\$140
Bar Rental		\$35	\$55	\$110
Set-up Fee (including tables, chairs, etc.)		\$50	per day	\$50
Coffee & Tea Set-Up		\$20	per day	\$25
Ahmic Harbour Community Centre A damage deposit fee of \$250 per day event is required as-well upon booking. Deposit less repair costs, if any, will be returned following post-rental inspection		Monday to Thursday (per day)	Friday to Sunday (per day)	Friday 6 pm to Sunday 6 pm (weekend)
Commercial/Non-Resident full day		\$120	\$145	\$290
Commercial/Non-Resident up to 4 hrs.		\$80	per day	\$95
Resident full day		\$90	\$110	\$220
Resident up to 4 hours		\$70	per day	\$90
Non-profit full day		\$90	\$110	\$220
Non-profit up to 4 hours		\$70	per day	\$80
Add-ons				
Set-up Fee (including tables, chairs, etc.)		\$50	per day	\$50
Coffee & Tea Set-up		\$20	per day	\$25
Magnetawan Lions Pavilion A damage deposit fee of \$250 per day event is required as-well upon booking. Deposit less repair costs, if any, will be returned following post-rental inspection		Monday to Thursday (per day)	Friday to Sunday (per day)	Friday 6 pm to Sunday 6 pm (weekend)
Commercial / Non-Resident full day		\$120	\$130	\$260
Commercial / Non-Resident up to 4 hrs.		\$80	per day	\$90
Commercial/ Non-Resident Hourly		\$35	per day	\$40
Resident full day		\$100	\$110	\$220
Resident up to 4 hours		\$70	per day	\$80
Resident Hourly		\$30	per day	\$35
Non-profit full day		\$100	\$110	\$220
Non-profit up to 4 hours		\$70	per day	\$80
Non-profit Hourly		\$30	per day	\$40

	Set-up Fee (tables, chairs, sports equipment, etc.)	\$50	per day \$50
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Additional Fees – all locations	
Late Vacating Fee	\$50 per half hour, not including 10 min grace period for first ½ hour only.
Low Risk Insurance (available for some events)	\$50 per event

*Non-Resident is defined as a person who does not either reside within the Municipality or does not pay property taxes to the Municipality.

*Non-profit is defined as any recognized not-for-profit organization that does not gain any profit from its events

CLERK'S OFFICE

Fee Description	Fee
Photocopies per page (Black/White)	\$0.25
Photocopies per page (Colour)	\$0.50
Commissioning of Documents	No charge for Residents \$10.00 non-residents
Freedom of Information Requests	As Provided for under MFIPPA
Records Research: Retrieval, Research Subject & Refiling (Not under MFIPPA)	\$30.00/hr (2020) \$60.00/hr
Locks Passage:	
Locks Daily Passage Fee	\$5.00
Trailer License:	
1 Year License (issued from May 1 st to November 30 th)	\$750.00 per year
Monthly License (maximum of 3 months)	\$150.00 per month
Books:	
Nipissing Road Book	\$13.00
Historic Sites Book	\$5.00
Looking Back Book	\$25.00
All three Historic Books Package	\$35.00

TREASURY / TAXES

Fee Description	Fee
Tax Certificate	\$50.00
Returned Item (Cheque or EFT)	\$45.00
Assessment & Tax Rate Search / History	\$50.00 (plus \$20.00 for each additional year prior to 2003)
Property Information Report (combination of Building and Zoning)	\$200 + HST

LANDFILL CHARGES & TIPPING FEES

Fee Description	Fee
Replacement Landfill Card	\$10 and purchase of needed tags
Bag Tags (for waste only – not needed for recyclables)	\$3.00 each
Large Items	
Couches	\$20.00
Chairs	\$10.00
Mattress or Box Springs	\$25.00
Fridges/Freezers/AC	\$10.00
Campers/Boats	\$5.00 per foot
Construction Waste	
Pickup Truck, Van or Single axle trailer	\$25.00
Single axle Truck	\$270.00
Tandem Truck 20 yard container	\$540.00
Tri-Axle Truck 40 yard container	\$1080.00
Tandem Axle Trailer	\$150.00
Shingles	
Pickup Truck or Van	\$65.00
Single Axle Trailer	\$125.00
Tandem Axle Trailer	\$540.00

ADMINISTRATION FEES

Fee Description	Fee
Dog Licensing	
Service Animals	No Charge
Annual Dog Tag – First Dog	\$5.00
Annual Dog Tag – Every dog thereafter	\$5.00
Lifetime Dog Tag	\$30.00
Replacement Dog Tag	\$2.00 (2020) \$5.00
Kennel License	\$100.00 kennel + \$5 per dog tag
Replacement Kennel License	\$50.00 kennel
Animal Control Service Fee	\$50.00 / hour (1 hour minimum)
Impound Fee First Offence	\$100.00 + applicable fees as imposed by and payable to the Pound Keeper
Impound Fee Second Offence	\$150.00 + applicable fees as imposed by and payable to the Pound Keeper
Impound Fee Third Offence and each Subsequent Offence	\$200.00 + applicable fees as imposed by and payable to the Pound Keeper
Animal Control Service Fee	\$50/hr (1 hour minimum)

Refreshment Carts & Vehicles	
Placed and removed daily	\$400.00
All other vehicles	\$750.00
Per Event	\$100.00
Transient Trader	
Door to Door Sales	\$250.00
All other Transient traders	\$500.00
Other Administrative Fees	Fee
Lottery license for Community Group	\$5.00
Application for Event Permit	\$200.00
Application for Multiple Event Permit	\$500.00
By-law Enforcement Administration Fees	Fee
By-law Administration Fee	\$50.00/hr
Cemetery	Fee
Lot (plus HST)	\$150.00
Lot Care & Maintenance	\$250.00
Cremation Lot	\$50.00
Cremation Lot Care & Maintenance	\$150.00
Interments + HST	Fee
Vault	\$400.00
Adult	\$350.00
Children, ten (10) years and under	\$300.00
Cremated Remains	\$100.00
Marker	\$25.00
Monument Care & Maintenance (Stake fees incl.) +HST	Fee
Flat Marker (over 172 sq. inches)	\$75.00
Upright Monument (up to 4 feet high and 4 feet wide)	\$125.00
Upright Monument (over 4 feet high and 4 feet wide)	\$225.00
Disinterment	\$400.00
Lot Transfer Fee	\$10.00

DEVELOPMENT SERVICES – PLANNING SERVICES

Planning Application	Fee	Deposit
Applications for Consent submitted for Review	\$500.00	\$1,500.00
Amendment to the Zoning By-law going to Residential	\$700.00	\$1,500.00
Amendment to the Zoning By-law going to Commercial	\$700.00	\$2,500.00
Road and Shore Road Allowance Closing Application	\$500.00	\$2,500.00
Road Allowance Purchase Price	\$0.70 sq foot	
Shore Road Allowance Purchase Price	\$1.00 / sq ft	

Site Plan Agreement	\$250.00	\$500.00
Minor Variance Application	\$1000 (2020) \$700	\$1,500.00
Encroachment/Driveway Agreement (to enter into) (does not include yearly fee, if applicable)	\$250.00	\$1,000.00
OPA *Major (with Zoning Amendment)	\$1,500.00	\$2,500.00
OPA *Minor (without Zoning Amendment)	\$1,000.00	\$1,500.00
Any other Property related By-law under the Planning Act (including Cost Acknowledgement, Deeming By-law, etc)	\$500.00	\$1,000.00
Planner Consultation (Minor)	No charge(2020) \$50	\$500.00
Planner Consultation (Major)	No charge (2020) \$50	\$1,000.00
MNR Application for Work Permit	\$150.00	No deposit
Proposed Plan of Subdivision for Review	\$1,000.00	\$5,000.00
Review & Execution of a Proposed Subdivision Agreement	\$1,000.00	\$10,000.00

FIRE SERVICES

[A description of the circumstances under which these fees may be charged is included in the Fire Department Establish and Regulate By-law]

Equipment & Staffing	Fee
Apparatus	\$450.00 per hour/per unit (2020) \$500
Generator	THIS AND BELOW NOT NEEDED \$50.00 per hour
Portable Pumps	\$50.00 per hour
Firefighter	\$25.00 per hour
Consumables	Fee
Class A Foam	\$200.00 per pail
Absorbent	\$20.00 per bag
Leak Stop Materials	Replacement cost at time of incident
Administration Costs	Fee
Third Party Inspection	\$50.00 per inspection
Fire Inspection	\$100.00 per inspection
Special Events Inspection	\$100.00 per inspection
File Search	\$100.00 per search
Fire Report	\$100.00 per report

Equipment Damage

All equipment that is owned or contracted by the fire department that is damaged while the fire department is performing its duties will be billed at the replacement or repaired cost including all applicable taxes.

TRANSPORTATION

Fee Description	Fee
Miscellaneous	
Entrance Permit	\$100.00 + HST- Fee \$500.00 – Deposit
Civic Address Sign & Post	\$40.00
Replacement Civic Address Sign	\$20.00
Letter of Suitable Location for Entrance	\$50
Unassumed Road Allowance Improvement Agreement	\$250.00 fee + \$1,000.00 deposit
Inquiries/Records Search (Road Access, Maintenance, Services)	\$30.00 per hour
Road Use Permit	\$0.00-500.00 + Deposit
Damage to Municipal Property	Time and Material for replacement costs

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

BY-LAW NO. 2020 –

Being a By-law to Regulate the Use of Municipal Public Docks, Municipal Launches and Municipal Public Accesses

WHEREAS Sections 8 and 11 of the *Municipal Act, S.O. 2001, Chapter M.25*, as amended, a By-law may be passed by Council for regulating the use of public lands owned and under control of the Municipality of Magnetawan;

AND WHEREAS use of public docks, launches and accesses owned by the Municipality is provided to the public at large, and that this use has been interfered with by persons leaving boats and materials at Municipal Public Docks, Municipal Launches and Municipal Public Accesses in a manner which obstructs public use;

AND WHEREAS the Municipality intends to control that interference with public privileges, pursuant to Section 128 of the *Municipal Act, S.O. 2001, Chapter M. 25*;

AND WHEREAS it is desirable to regulate the use of the Municipal Public Docks, Municipal Launches and Municipal Public Accesses;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Corporation of the Municipality of Magnetawan enacts as follows:

1. This By-law may be cited as the “Magnetawan Dock By-law”
2. This By-law unless otherwise stated in specific sections hereof shall apply to the whole geographic area of the Municipality of Magnetawan.
3. **DEFINITIONS**
 - a. **“ABANDONED”** means a boat which is parked in contravention of this By-law for a period in excess of forty-eight (48) hours.
 - b. **“BOAT”** means any vessel which floats on the surface of the water and is capable of carrying people or material whether motorized or not and includes but is not limited to pleasure craft, scows, personal water craft, canoes, row boats, pontoon boats, float planes, barges when on water or land, and boats used in commercial operations.
 - c. **“DOCKING”** means securing a boat in any way to a Municipal Public Dock whether it is attended by any person(s) or not and shall include removing a boat wholly or partially from the water and placing it on land owned by the “Municipality”.
 - d. **“NUISANCE”** means but is not limited to the docking, placing, stopping, or abandoning of boats, boat trailers, vehicles and/or materials in a location or manner, which impedes or interferes with the use of a Municipal Public dock, Municipal Launch and/or Municipal Public Access by the public.
 - e. **“OWNER”** means an individual(s) or corporation who owns a boat or the person(s) operating or having care and control of a boat at any time.
 - f. **“STORAGE”** means leaving a boat wholly or partially out of the water at a Municipal Public Dock, whether stored directly on land, or on a rack, trailer, or other storage apparatus, and includes storage of materials.

- g. **“MUNICIPAL LAUNCH”** referred to hereafter as **“LAUNCH”** means an area adjacent to or used in connection with a Municipal Public Dock , which is not a structure, and which serves as an area to launch or recover boats from the water, and which is owned by the Municipality.
- h. **“MUNICIPALITY”** means The Corporation of the Municipality of Magnetawan.
- i. **“MUNICIPAL PUBLIC DOCK”** referred to hereafter as **“DOCK”** means any structure located on land owned or under control of the Municipality and used as a dock, wharf, pier, or boat launching or recovery area together with all adjacent and underlying lands related thereto listed in this By-law.
- j. **“MUNICIPAL PUBLIC ACCESSES”** referred to hereafter as **“ACCESSES”** means an area to launch or recover boats from water which is located on land(s) which are owned or under the control of the Municipality which is not a Municipal Public Dock or Municipal Launching Ramp as defined by this By-law.

4. DOCKS, LAUNCHES AND ACCESSES

- a. Docks, Launches and/or Accesses shall be used for loading and unloading of people and materials only and not for the long-term parking of boats.
- b. No person(s) shall park a boat at any Dock, Launch and/or Access except as permitted by this By-law.
- c. No person(s) shall park a boat at any Dock, Launch and/or access between the hours of 11:00 p.m. and 7:00 a.m.
- d. No person(s) shall store materials on a Dock, Launch or Access except on a temporary basis just prior to loading and after unloading.
- e. No person(s) shall park, dock and/or store a boat or leave materials on a Dock, Launch, Access or lands owned or under control of the Municipality adjacent to a Dock, Launch or Access so that it constitutes a nuisance as defined by this By-law.

5. EXEMPTIONS

- a. Employees or agents of ambulance, emergency management services, fire department and police services acting in the scope of their duties to provide emergency services or enforcement activities.
- b. The Municipality of Magnetawan, its vehicles, and its employees or agents acting within the scope of their duties as employees or agents of the Corporation.

6. ENFORCEMENT

- a. The Municipal By-law Enforcement Officer or their designate is hereby authorized and empowered to enforce this By-law.
- b. Any person(s) who contravenes any of the provisions of this By-law is guilty of an offence and upon conviction is liable to a fine as provided for in the *Provincial Offences Act, R.S.O. 1990, Chapter p. 33*, as amended.
- c. When a boat is docked in contravention of a provision of this By-law, the Municipal By-law Enforcement Officer or their designate may make reasonable efforts to determine who the owner(s) or operator(s) of the boat is. If it can be determined who the owner(s) or operator(s) of the boat is, the Municipal By-law Enforcement Officer or their designate, may direct that person(s) to move, remove, immobilize and/or disable the boat. No person(s) shall fail to comply with the directions given.
- d. No person(s) shall hinder, obstruct or interfere with the Municipal By-law Enforcement Officer or their designate conducting an investigation or provide the officer or their designate with information, on matters relevant to the investigation that the person(s) knows to be false or misleading.
- e. The owner(s) of a boat or the person(s) operating or having care and control of a boat is liable for compliance with the provisions of this By-law.
- f. When a boat is found to be abandoned and whether the owner or operator can be identified or not, a By-law Enforcement Officer or their designate may have the offending boat removed from a Dock, Launch and/or Access.

- g. If a By-law Enforcement Officer or their designate deem material(s) and/or boat(s) to be a nuisance, material(s) and/or boat(s) shall be relocated or removed at the direction of a Municipal By-law Enforcement Officer or their designate.

7. PENALTY

- a. Any boat, as defined by this By-law, docked at a Dock, Launch and/or Access in contravention of this By-law may result, in a verbal warning and/or affixation of a first warning sticker at the sole discretion of the Municipal By-law Enforcement Officer or their designate. The Municipality is not liable for any damages and the costs of removal of the sticker are the responsibility of the boat owner(s).
- b. Any boat docked at a Dock, Launch or Access in contravention of this By-law may be immobilized at the discretion of the Municipal By-law Enforcement Officer or their designate until such time as the owner(s) or operator(s) of the boat identifies themselves with Photo Identification and Boat Ownership. Any costs and/or expenses for immobilizing associated with enforcement are the responsibility of the boat owner(s).
- c. Every person(s) who contravenes any provision of this By-law is guilty of an offence and upon conviction is liable to a fine, to a maximum of \$5,000 (five thousand dollars) for each offence exclusive of the costs, as prescribed by the *Provincial Offences Act, R.S.O. 1190, c.P.33*, as amended.
- d. Every person(s) who contravenes any provisions of this By-law is guilty of a separate offence each day that they are in contravention.
- e. If any section or sections of this By-law or parts thereof are found in any court of law to be illegal or beyond the power of Council to enact, such section or sections or parts thereof shall be deemed to be severable and at other sections or parts of this By-law shall be deemed to be separate and independent there from and to be enacted as such.
- f. In accordance with section 441.1 of the *Municipal Act, 2001* any part of a fine owing pursuant to this By-law or a related provincial offence may be added to the tax roll for any property in the Municipality for which all of the owners are responsible for paying the fine, and collect such fine in the same manner as municipal taxes.

h. EFFECTIVE DATE

This By-law shall come into force and take effect January 1, 2021

READ A FIRST, SECOND, AND THIRD TIME, passed, signed and the Seal of the Corporation affixed hereto,
this day of 2020.

**THE CORPORATION OF THE
MUNICIPALITY OF MAGNETAWAN**

Mayor

CAO/Clerk

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

BY-LAW NO. 2020 -

Being a By-law to enter into an agreement with Lakeland Holding Ltd. Amended and Restated Shareholders' Agreement

WHEREAS Section 5(3) of the *Municipal Act, 2001, S.O. 2001, c.25*, as amended, requires a municipal Council to exercise a municipal power, including a municipality's capacity, rights, powers and privileges under Section 9, by by-law unless the municipality is specifically authorized to do otherwise;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Corporation of the Municipality of Magnetawan enacts as follows:

1. **THAT** the Corporation of the Municipality of Magnetawan is hereby authorized to enter into an agreement with Lakeland Holding Ltd, attached hereto as Amended and Restated Shareholders' Agreement and forming part of this By-law; and
2. **THAT** the Mayor and CAO/Clerk are hereby authorized to execute the Agreement on behalf of the Corporation.

READ A FIRST, SECOND, AND THIRD TIME, passed, signed and the Seal of the Corporation affixed hereto, this 4th day of November, 2020.

**THE CORPORATION OF THE
MUNICIPALITY OF MAGNETAWAN**

Mayor

CAO/Clerk

LAKELAND HOLDING LTD.

AMENDED AND RESTATED SHAREHOLDERS' AGREEMENT

TINTI LLP

October 1, 2020

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SCHEDULE "A" INDEMNITY AGREEMENT

THIS AMENDED AND RESTATED SHAREHOLDERS AGREEMENT entered into as of this 1st day of October, 2020.

BETWEEN:

The Corporation of the Town of Bracebridge, a municipal corporation existing under the laws of Ontario

("Bracebridge")

- and -

The Corporation of the Village of Burk's Falls, a municipal corporation existing under the laws of Ontario

("Burk's Falls")

- and -

The Corporation of the Town of Huntsville, a municipal corporation existing under the laws of Ontario

("Huntsville")

- and -

The Corporation of the Municipality of Magnetawan, a municipal corporation existing under the laws of Ontario

("Magnetawan")

- and -

The Corporation of the Village of Sundridge, a municipal corporation existing under the laws of Ontario

("Sundridge")

- and -

The Corporation of the Town of Parry Sound, a municipal corporation existing under the laws of Ontario

("Parry Sound")

- 1 -

- and -

Lakeland Holding Ltd., a corporation existing under the laws of Ontario

("HoldCo")

- and -

Lakeland Energy Ltd., a corporation existing under the laws of Ontario

("ServicesCo")

- and -

Lakeland Power Distribution Ltd., a corporation existing under the laws of Ontario

("WiresCo")

- and -

Bracebridge Generation Ltd., a corporation existing under the laws of Ontario

("GenCo")

Recitals:

1. HoldCo is a corporation existing under the laws of Ontario;
2. The authorized capital of HoldCo consists of an unlimited number of Shares of which 10,000 are issued and outstanding as fully paid and non-assessable;
3. HoldCo is the sole registered and beneficial shareholder of each of WiresCo, ServicesCo and GenCo;
4. Bracebridge, Huntsville, Parry Sound, Sundridge, Burk's Falls and Magnetawan are the sole registered and beneficial shareholders of HoldCo holding the following numbers of Shares, respectively:

<u>NAME OF SHAREHOLDER</u>	<u>NUMBER OF SHARES</u>	<u>PERCENTAGE TOTAL</u>
Bracebridge	5,497	54.97%
Huntsville	2,122	21.22%
Parry Sound	1,557	15.57%
Sundridge	366	3.66%
Burk's Falls	334	3.34%
Magnetawan	124	1.24%

5. The Shareholders, HoldCo, WiresCo, ServicesCo and GenCo were parties to the amended and restated shareholders agreement in respect of HoldCo dated June 9, 2017 (the “**2017 Shareholders Agreement**”);
6. The parties wish to enter into this Agreement to amend and restate the 2017 Shareholders Agreement and to provide for the conduct of certain affairs of HoldCo, to provide for certain restrictions on the transfer and ownership of Shares and to govern the mutual rights and obligations of the Shareholders with respect to HoldCo and each other Shareholder;

NOW THEREFORE in consideration of the premises, the mutual promises herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) each of the parties agrees with each other party as follows:

ARTICLE I INTERPRETATION

1.1 Definitions

In this Agreement the following terms shall have the following meanings unless the subject matter or context otherwise requires:

“2017 Shareholders Agreement” has the meaning set out in the recitals;

“Act” means the *Business Corporations Act* (Ontario);

“Additional Directors” has the meaning set out in Subsection 3.2(c);

“Agreement” means this agreement, all schedules attached hereto and any agreement or schedule supplementing or amending this Agreement. All uses of the words “hereto”, “herein”, “hereof”, “hereby” and “hereunder” and similar expressions refer to this Agreement and not to any particular section or portion of it. References to an Article, Section, Subsection or Schedule refer to the applicable article, section, subsection or schedule of this Agreement unless otherwise specified;

“Amalgamated Shareholder” has the meaning set out in Subsection 10.7(a);

“Arbitration Act” means the *Arbitration Act*, S.O., 1991;

“Arbitrator” has the meaning set out in Subsection 10.3(a);

“Arm’s Length” has the meaning attributed thereto in the *Income Tax Act* (Canada) provided that, for the purposes of Section 5.3, each Shareholder shall be deemed to be acting at Ann’s Length with each other Shareholder and HoldCo;

“Auditors” means the firm of chartered accountants appointed as auditor of the Corporations from time to time;

“Board” means the Board of Directors of HoldCo, Services Co, WiresCo and/or GenCo;

“Board Committees” means committees created by the Board from time to time for the purpose of overseeing specific tasks and reporting to the Board and includes the committees referred to in Section 3.3;

“Business” means the business of the Corporations as described in Section 2.1 or as may otherwise be conducted by the Corporations from time to time;

“Business Day” means any day other than a Saturday, Sunday, or statutory holiday in Ontario;

“Chair” means the director elected by the Board to serve as its chairperson from time to time;

“Closing Date” means the date on which the purchase and sale of Shares is to be completed;

“Confidential Information” means any and all information and data relating in any manner to the Business and any activities, plans, ideas, products, services, policies or intentions. (including without limitation, information of an operational, business, marketing, financial or economic nature), whether or not proprietary in nature, that is of value to the Corporations and is held by the Corporations as a trade secret and is not generally known to competitors of the Corporations or to the public;

“Corporations” means collectively HoldCo and any Subsidiary;

“Council” means the municipal council of a municipal Shareholder;

“Current Shareholders” means, at the date of this Agreement, each of Bracebridge, Burk’s Falls, Huntsville, Magnetawan, Sundridge and Parry Sound;

“Disputing Shareholder” has the meaning set out in Subsection 10.3(c);

“Electricity Act” means the *Electricity Act*, 1998 (Ontario);

“Encumbrance” means a mortgage, charge, pledge, hypothecation, lien (statutory or otherwise), security interest, adverse claim, assignment as security or reservation of title of any kind;

“Fiscal Year” means a 12-month period ending on December 31 in each year;

“GenCo” has the meaning set out in the recitals;

“Governmental Authority” means any government or political subdivision (including without limitation, any municipality or federal or provincial ministry) or agency, authority, commission, department or instrumentality of any government or political subdivision, or any court or tribunal, and specifically includes the Ontario Energy Board and the IESO;

“HoldCo” has the meaning set out in the recitals;

“IESO” means the Independent Electricity System Operator established pursuant to the Electricity Act and its successors;

“International Financial Reporting Standards” means international financial reporting standards in effect from time to time, which include standards and interpretations adopted by the International Accounting Standards Board.

“Laws” means any law, including common law, equitable principle, statute, ordinance, regulation, rule, order, permit, decision, declaration, notice, demand, injunction, writ, policy, decree or award of any Governmental Authority;

“Notice Period” has the meaning set out in Subsection 5.3(b);

“OEB” means the Ontario Energy Board and its successors;

“Offer” has the meaning set out in Subsection 5.3(a);

“Offered Shares” has the meaning set out in Subsection 5.3(a);

“Other Holders” has the meaning set out in Section 5.3;

“Person” means an individual, firm, partnership, unincorporated association, corporation, bank, trust or other legal entity of any kind whatsoever;

“Prospective Purchaser” has the meaning set out in Subsection 5.3(a);

“Purchase Notice” has the meaning set out in Subsection 5.3(c);

“Retiring Director” has the meaning set out in Subsection 3.2(f);

“Reserve” has the meaning set out in Subsection 10.7(b);

“Selling Notice” has the meaning set out in Subsection 5.3(a);

“Selling Shareholder” has the meaning set out in Section 5.3;

“ServicesCo” has the meaning set out in the recitals;

“Shareholder” means any Person which is a registered holder of Shares;

“Shareholder Representative” has the meaning set out in Section 3.7;

“Shares” means common shares without par value in the capital of HoldCo;

“Subsidiary” means any subsidiary (as this term is defined in the Act) of HoldCo including, without limitation, ServicesCo, WiresCo and GenCo;

“Third Party” means any Person with whom a Shareholder deals at Arm’s Length;

“Vice-Chair” means the director elected by the Board to serve as its vice-chairperson from time to time; and

“WiresCo” has the meaning set out in the recitals.

1.2 Control

For the purposes of this Agreement, a body corporate shall be deemed to be “controlled” by another Person or by two or more Persons if such Person or Persons (either individually or collectively and whether or not they act together jointly or in concert) directly or indirectly own, legally and beneficially, and exercise the full voting rights over, shares of such body corporate which:

- (a) have attached to them voting rights, exercisable in all circumstances, which represent more than fifty (50%) percent of the votes attaching to all outstanding securities of such body corporate;
- (b) have sufficient votes to elect a majority of the board of directors of such body corporate; and
- (c) carry a right to receive, on a winding up or dissolution, more than fifty (50%) percent of the remaining property of such body corporate after payment of all debts and liabilities of the body corporate.

1.3 Headings

The division of this Agreement into Articles, Sections and Subsections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The Article and Section headings in this Agreement are not

intended to be full or precise descriptions of the text to which they refer and shall not be considered part of this Agreement.

1.4 Entire Agreement

This Agreement amends and restates the 2017 Shareholders Agreement and supersedes and replaces it in its entirety. This Agreement constitutes the entire agreement among the Parties relating to the matters set forth herein. The execution of this Agreement has not been induced by, nor do any of the parties rely upon or regard as material, any representations, warranties, conditions, other agreements or acknowledgements not expressly made in this Agreement and in any other agreements and documents to be delivered pursuant hereto.

1.5 Number and Gender

In this Agreement, words in the singular include the plural and vice-versa and words in one gender include all genders.

1.6 Accounting Principles

All accounting and financial terms used herein, unless specifically provided to the contrary, shall be interpreted and applied in accordance with International Financial Reporting Standards.

1.7 Calculation of Time

In this Agreement, a period of days shall be deemed to begin on the first (1st) day after the event which began the period and to end at 5:00 p.m. (Eastern Standard time) on the last day of the period. If, however, the last day of the period does not fall on a Business Day, the period shall terminate at 5:00 p.m. (Eastern Standard time) on the next Business Day.

1.8 Statutory References

A reference in this Agreement to a statute refers to that statute, and any regulations or rules issued thereunder, as amended, supplemented or replaced from time to time.

1.9 Reclassification of Shares

The provisions of this Agreement shall apply, with any necessary changes to (a) any shares or securities of any nature into which the Shares or any of them may be converted, exchanged, reclassified, redivided, redesignated, subdivided or consolidated; (b) any shares or securities of any nature that are received by a Shareholder as a stock dividend or distribution payable in shares, securities, warrants, rights or options of any nature of HoldCo; (c) any shares, securities, warrants, rights or options of any nature of HoldCo or any successor, continuing company or corporation of HoldCo that may be received by a Shareholder on a reorganization, amalgamation, arrangement, consolidation or merger, statutory or otherwise; and (d) any shares, securities, warrants, rights or options hereafter issued or allotted by HoldCo to a Shareholder, all of which shares, securities, warrants, rights or options shall be deemed to be Shares for all purposes of this Agreement.

1.10 Interpretation

If any conflict shall appear between the by-laws and the articles of HoldCo and the provisions of this Agreement, the provisions of this Agreement shall govern.

1.11 Governing Law

This Agreement shall be governed by and construed, interpreted and performed in accordance with the laws of Ontario and the laws of Canada applicable therein and shall be treated in all respects as an Ontario contract.

1.12 Currency

All dollar amounts referred to in this Agreement and all payments to be made hereunder are in Canadian funds.

**ARTICLE II
BUSINESS OF THE CORPORATIONS**

2.1 Business of the Corporations

The Corporations may engage in the following business activities and such other business activities as may be permitted by Law and authorized by special resolution of the Board in accordance with the Act, from time to time:

- (a) transmitting or distributing electricity;
- (b) owning and/or operating an electricity generation facility;
- (c) retailing electricity;
- (d) providing information technology products and services, including the provision of services for accessing and using the internet and television;
- (e) distributing or retailing gas, internet services or any other energy product which is carried through pipes or wires to the user;
- (f) business activities the principal purpose of which is to use more effectively the assets of any of the Corporations including providing meter installation and reading services, providing billing services and business activities in the telecommunications area;
- (g) renting, selling or maintaining equipment and appliances, including without limitation, hot water heaters;
- (h) providing services related to improving energy efficiency;
- (i) promoting electricity conservation and the efficient use of electricity;
- (j) providing electricity load management services;
- (k) promoting cleaner energy sources, including alternative energy sources and renewable energy sources; and

- (l) business activities that enhance or develop the ability of any of the Corporations to carry on any of the activities described in paragraphs (a) through to (k) above including, but not limited to selling, acquiring and releasing interests in land.

2.2 Corporations' Standard of Service

It is the intention of the Current Shareholders that as new standards of service are established by the OEB after the date of this Agreement, each service area will enjoy common standards and derive equal benefits, including but not limited to, the following matters:

- (a) distribution, energy services and tariffs;
- (b) maintenance standards and schedules;
- (c) emergency response capabilities;
- (d) distribution system capacity;
- (e) customer convenience and accessibility;
- (f) power reliability and quality;
- (g) marketing programs, products and services; and
- (h) corporate governance.

ARTICLE III CORPORATE AFFAIRS OF HOLDCO, SERVICESCO, WIRESO AND GENCO

3.1 Assurances

The Shareholders shall cause such meetings of Shareholders to be held, votes to be cast, resolutions to be passed, by-laws to be made, confirmed and/or repealed, agreements and other documents and instruments to be executed and all other acts and things to be done, to ensure that at all times the provisions of this Article III are in effect, complied with or implemented.

3.2 The Board

There shall be a Board of Directors for each of HoldCo, ServicesCo, WiresCo and GenCo. There shall be permitted overlap of board members on each board, with independence in accordance with industry standard, OEB regulations and guidelines, and at the discretion of the Shareholders and as more particularly described below.

- (a) **Shareholder Action.** For each election of one or more directors to the Board, each of the Shareholders agree to consider the election of directors to the Board from the nominees put forward by the Nominating Committee.
- (b) **Size of the Board.** The business and affairs of HoldCo and its Subsidiaries shall be managed or supervised by a Board which shall consist of five (5) to nine (9) directors or such other number of directors as the Shareholders may determine from time to time by special resolution in accordance with the Act. Until changed by the Shareholders, each Board shall be set at five (5) directors.
- (c) **Electing the Board.** The Shareholders shall elect directors to the Board which Board shall serve for a term of five (5) years. Such terms may be renewed at the discretion of the Shareholders, who shall consider, with input from the existing Board, the following factors when considering the renewal of a director's term: any vacancies on the Board then existing, the experience of the director, and the retirement or potential or foreseeable retirement of other directors. In the event that the Shareholders desire to increase the number of directors serving on the Board following the election of the Board, the Shareholders shall elect such directors ("**Additional Directors**") for an initial term, determined by the Shareholders at that time, in such manner as to maintain a staggered nature of the Board with respect to experience, term and potential and actual vacancies. Notwithstanding anything in this Agreement, a majority of WiresCo board shall comprise of independent directors. For the purpose of this subsection, directors shall be considered independent if they are neither employees nor directors of an affiliated corporation or Subsidiary (which shall include, without limitation, parent or holding companies) nor employees of any of the Shareholders.

- (d) **Chair and Vice-Chair.** The Board shall annually elect from its members a Chair and Vice-Chair.
- (e) **Qualifications of Board.** In addition to the requirements of the Act, the qualifications of candidates for the Board shall, where possible, include the following:
 - (i) business experience;
 - (ii) time availability;
 - (iii) financial skills;
 - (iv) marketing skills;
 - (v) industry knowledge;
 - (vi) independence of judgment;
 - (vii) integrity;
 - (viii) knowledge of public policy issues relating to the Corporations;
 - (ix) knowledge and experience concerning environmental matters, labour relations, human resources and customer relations, and occupational health and safety issues, regulatory and public policy activities;
 - (x) strategic planning;
 - (xi) asset planning;
 - (xii) risk assessment;
 - (xiii) succession planning; and
 - (xiv) not an employee, director or officer of any municipal Shareholder.

- (f) **Vacancy.** If a director of the Board ceases to be a director for any reason (a “Retiring Director”), the Shareholders shall fill the vacancy thereby created as soon as reasonably possible in accordance with this Subsection 3.2.
- (g) **Quorum.** A quorum for a meeting of the Board shall be a majority of the members of that Board. A meeting shall be adjourned for lack of a quorum and a notice of the adjourned meeting shall be sent to all directors rescheduling the meeting to a date at least fifteen (15) days following the adjourned meeting.
- (h) **Meetings of the Board.** Meetings of the Board shall be held at least once in every calendar quarter or at the request of the Chair or of a majority of the members of the Board. All meetings of the Board shall be held in Canada, or by such telephone or electronic communication devices as permit all persons participating in the meeting to communicate with each other simultaneously and instantaneously. At least five (5) days’ written notice of the time and place of the meeting and of the business to be transacted at the meeting in sufficient detail to enable each director to assess reasonably the importance of such business to the affairs of HoldCo shall be given to each director. The Chief Executive Officer shall attend and have observer status at each Board meeting, unless otherwise determined by the Board, and shall not have any right to vote. A director of the Board may be invited to attend board meetings of any Subsidiary of affiliated corporation, but, unless he or she is also a director thereof, shall not be entitled to vote thereat.
- (i) **Decisions of the Directors.** Decisions or resolutions of the Board shall require the approval of the majority of the directors present at each meeting thereof. The Chair shall not have a second vote. A resolution in writing signed by all of the directors entitled to vote on that resolution at a meeting of the Board is as valid as if it had been passed at a meeting of the Board.
- (j) **Board Duties.** Subject to those matters requiring Shareholder approval as set out in Section 3.9 hereof, the Board shall supervise the management of the business and affairs of HoldCo and its subsidiaries and, without limiting the generality of

the foregoing, the Board shall be responsible for, but not limited to, overseeing the following specific matters:

- (i) the establishment of appropriate reserves consistent with sound financial principles, all with the intention of providing the Shareholders with a reasonable rate of return on their investment while maintaining reasonable rates for customers;
 - (ii) declaration of any dividend or distribution of capital in respect of the Shares; and
 - (iii) provide continuing education opportunities for all directors to enhance their skills as directors and to ensure their understanding of the Business remains current.
- (k) **Indemnification and Insurance for Directors and Officers.** Each of the Corporations shall indemnify and save its directors and officers harmless from and against any and all liability, damages, costs (including any income tax payable as a result of receiving such indemnity, reasonable counsel fees and disbursements), charges and expenses arising out of or related to any act or omission done or permitted by them to be done in connection with the execution of the duties of their office as directors or officers of any one (1) or more of the Corporations or by reason of their being or having been directors of any one or more of the Corporations, substantially in the form of the indemnification agreement annexed hereto as Schedule "A", or as otherwise agreed, and shall provide liability insurance for directors and officers in such amounts as the Board may determine from time to time.

3.3 Board Committees

The Board may establish Board Committees as it deems appropriate from time to time and delegate certain duties to them, including, without limiting the foregoing, the following:

- (a) **Executive Committee.**

- (i) The Executive Committee shall be appointed by the Board from time to time and shall be responsible for supervising the management of the day to day operations of the Corporations;
 - (ii) The Executive Committee shall be comprised of directors in a number as determined by the Board from time to time;
 - (iii) The Chair and the Vice-Chair shall be a member of the Executive Committee; and
 - (iv) The members of the Executive Committee shall meet at least once a month or as otherwise determined by the Executive Committee. Members of the Executive Committee may serve for a term not to exceed three (3) years. Members of the Executive Committee may serve successive terms on the Executive Committee
- (b) **Finance Committee.** The Board shall appoint members to the Finance Committee. The Finance Committee shall be comprised of directors in a number as determined by the Board from time to time. The chair of the Finance Committee shall be a member of the Board. The duties of the Finance Committee will be to assist the Board in its oversight of the reliability and integrity of the accounting principles and practices, financial statements and other financial reporting, and disclosure practices followed by the Corporation and its subsidiaries.
- (c) **Human Resources Committee.** The Board shall appoint members to the Human Resources Committee. The Human Resources Committee shall be comprised of directors in a number as determined by the Board from time to time. The duties of the Human Resources Committee will be to assist the Board in carrying out its responsibilities by reviewing compensation and human resources issues and making recommendations to the Board as appropriate.
- (d) **Nominating Committee.** The Board shall appoint members to the Nominating Committee. The Nominating Committee shall be comprised of directors in a number as determined by the Board from time to time. The purpose of the

Nominating Committee shall be to make recommendations to the Shareholders concerning candidates for the Board and the compensation for members of the Board, the Chair, Vice-Chair and Board Committee members, and chairpersons.

- (e) **Governance Committee.** The Board shall appoint members to the Governance Committee. The Governance Committee shall be comprised of directors in a number as determined by the Board from time to time. The purpose of the Governance Committee shall be to manage the corporate governance system for the Board and to assist the Board in fulfilling its duty to meet the applicable legal, regulatory and self-regulatory borrows principles and codes of best practice of corporate behaviour and conduct.
- (f) **Environmental, Health and Safety Committee.** The Board shall appoint members to the Environmental, Health and Safety Committee. The Environmental, Health and Safety Committee shall be comprised of directors in a number as determined by the Board from time to time. The purpose of the Environmental, Health and Safety Committee shall be to assist the Board in carrying out its responsibilities by reviewing EH&S policies, practices & guidelines to ensure compliance with all current laws and legislation and to make recommendations to the Board as appropriate.
- (g) **Mergers and Acquisitions Committee.** The Board shall appoint members to the Mergers and Acquisitions Committee. The Mergers and Acquisitions Committee shall be comprised of directors in a number as determined by the Board from time to time. The Finance Chair shall be a member of the Mergers and Acquisitions Committee and shall be the chair of the Mergers and Acquisitions Committee. The primary purpose of the Mergers and Acquisitions Committee shall be to (i) analyze, make recommendations to the Board with respect to potential opportunities for strategic business combinations, acquisitions, mergers, dispositions, divestitures and similar strategic transactions involving the Corporations (collectively, "Strategic Transactions"), (ii) facilitate consistency in the presentation of the Corporations and its positions to potential acquirers, strategic partners or other similar third parties, (iii) ensure fairness of process with respect to any proposed Strategic Transaction involving the Corporations and (iv) expedite and facilitate the

process of reviewing, negotiating and/or consummating a potential Strategic Transaction involving the Corporations.

- (h) **General Provisions Relating to Board Committees**. The quorum for meetings of Board Committees shall be a majority of the members from time to time of each Board Committee. Decisions of all Board Committees shall be made by a majority of the members of the respective Board Committee. Except as otherwise provided in this Section 3.3 and subject to the supervision of the Board, each Board Committee shall establish its own rules of procedure for operating in an efficient and expeditious manner.

The skills complement of directors should adequately match the committees on which they sit.

3.4 Shareholders' Meetings

A quorum for a meeting of Shareholders shall be at least two (2) individuals representing, by proxy or as otherwise permitted by the Act, both (i) a majority in number of the Shareholders; and (ii) not less than 66-2/3% of the Shares then issued and outstanding. A meeting shall be adjourned for lack of quorum and notice of the adjourned meeting shall be sent to all Shareholders rescheduling the meeting to a date at least seven (7) days following the original meeting date. A quorum for the adjourned meeting shall be at least two (2) individuals representing by proxy or as otherwise permitted by the Act a Shareholder or Shareholders holding at least 66-2/3% of the Shares then issued and outstanding.

The chair of any meeting of the Shareholders of HoldCo shall be the Chair or, in the absence of the Chair, the Vice-Chair, or in the absence of the Vice-Chair, the Chief Executive Officer of HoldCo or, in the absence of the Chief Executive Officer, such individual as the Shareholders represented at such meeting shall determine.

Subject to the Act, the Board shall provide the Shareholders with reasonable notice of and detail concerning a Shareholders' meeting in order for the Shareholders to reasonably assess the importance of, and prepare for, the Shareholders' meeting.

3.5 Regular Shareholders Meetings

Unless the Shareholders otherwise determine, the Shareholders shall meet at least annually at the registered office of HoldCo or at such other times or places as the Shareholders may determine,

3.6 Decisions of the Shareholders

All decisions of the Shareholders shall require, and shall be deemed to be effective upon:

- (i) the approval of at least two thirds (2/3) of the votes cast at a duly constituted meeting of Shareholders, each Shareholder being entitled to one vote per share held by that Shareholder; or
- (ii) the execution of a resolution in writing signed by all the Shareholders entitled to vote on that resolution at a meeting of Shareholders.

3.7 Shareholder Representative

At least thirty (30) days prior to the commencement of each Fiscal Year, each Shareholder shall designate the head of its Council (or an alternate duly appointed by Council) as the legal representative of that Shareholder (the “**Shareholder Representative**”) for purposes of providing any consent or approval required by this Agreement or by the Act. The Shareholder Representative shall be the shareholder representative for purposes of this Agreement and of the Act unless the Shareholder determines otherwise. A Shareholder shall designate its Shareholder Representative (by proxy duly completed in accordance with the Act) as its representative to attend and vote at any meeting of Shareholders.

3.8 Officers

- (a) The officers of HoldCo and any Subsidiary shall include a Chief Executive Officer and such other officers as the Board may determine from time to time. The Board shall appoint its officers from time to time.
- (b) For greater certainty the parties recognize that in carrying on the ordinary course of Business, it is not practicable for the Board to be involved in the day to day affairs of HoldCo. The Board will delegate responsibilities to the officers, who will report to the Board and the Board Committees from time to time as required.

3.9 Matters Requiring Shareholder Approval

The Shareholders and the Corporations agree that, without the approval of the Shareholders given in accordance with Section 3.6, they shall not:

- (a) amend its articles (within the meaning of the Act) or enact, revoke, or amend any by-law of HoldCo, WiresCo, ServicesCo and GenCo respectively;
- (b) issue, or enter into any agreement to issue, any shares of HoldCo, WiresCo, ServicesCo and GenCo respectively of any class, or any securities convertible into any shares of any class, or grant any option or other right to purchase any such shares or securities convertible into such shares;
- (c) redeem, purchase for cancellation or otherwise retire any of its outstanding shares;
- (d) the sale, lease, exchange or disposition, in a single transaction or in a series of transactions, of any undertaking or property or assets of HoldCo and the Subsidiaries, taken as a whole, having an aggregate book value of 20% or more of the total value thereof;
- (e) enter into any acquisition, joint venture, partnership, strategic alliance, funding commitment or other venture which would require a gross investment by Holdco or any of its Subsidiaries of greater than five million dollars (\$5 million);
- (f) The making of, directly or indirectly, loans or advances to, or the giving of security for or the guaranteeing of the debts of HoldCo or any of the Subsidiaries of greater than five million dollars (\$5,000,000.00), excluding existing debt;
- (g) take or institute the proceedings for any winding up, reorganization or dissolution;
- (h) enter into any amalgamation, arrangement or consolidation;
- (i) the making of, directly or indirectly, loans or advances to, or the giving of security for or the guaranteeing of the debts of any person other than a Subsidiary;
- (j) apply to continue as a corporation under the laws of another jurisdiction;

- (k) the appointment or any change to the auditor;
- (l) change, alter or amend the compensation of the Board or the board of directors of any Subsidiary;
- (m) the taking of any of the foregoing action by any Subsidiary;
- (n) any other matter required pursuant to the Act.

3.10 Unanimous Shareholder Agreement

Each of the Shareholders and HoldCo acknowledge that this Agreement is intended to operate as a unanimous shareholder agreement with respect to HoldCo and each Subsidiary within the meaning of the Act. Pursuant to Section 108(2) of the Act, the discretion and powers of (a) the Board to manage or supervise the management of the business and affairs of HoldCo and (b) the board of directors of each Subsidiary and HoldCo to manage or supervise the management of the business and affairs of respective Subsidiary are hereby restricted to the extent of the provisions of Section 3.9 of this Agreement.

3.11 Agreement Binds HoldCo and Subsidiaries

HoldCo and the Subsidiaries, by their execution of or acknowledgement to be bound by this Agreement, acknowledges that they have actual notice of the terms of this Agreement, consent to this Agreement and by this Agreement covenant with each of the Shareholders that they will at all times during the term of this Agreement:

- (a) give or cause to be given such notices, execute or cause to be executed such deeds, transfers and documents as may from time to time be necessary or conducive to the carrying out of the terms and intent of this Agreement;
- (b) do or cause to be done all such acts, matters and things as may from time to time be necessary or conducive to the carrying out of the terms and intent of this Agreement; and

- (c) take no action that would constitute a contravention of any of the terms and provisions of this Agreement.

3.12 Auditors

The Auditors shall be appointed by the Shareholders from time to time.

3.13 Banking

HoldCo's bankers shall be such financial institution as the Board shall from time to time determine. All resolutions respecting banking authority, the opening of bank accounts and the drawing on such accounts shall require the consent of the Board before becoming effective.

3.14 Financial Statements

- (a) HoldCo shall cause to be prepared and delivered as soon as reasonably practicable and in no event later than one hundred and twenty (120) days after the end of each fiscal year of HoldCo annual audited financial statements, on a consolidated basis, for such fiscal year prepared in accordance with International Financial Reporting Standards and accompanied by a report of the Auditors.
- (b) HoldCo shall cause to be prepared and delivered as soon as reasonably practicable and in no event later than forty-five (45) days after the end of the sixth month of HoldCo's fiscal year an unaudited balance sheet and a statement of profit and loss for such preceding six months prepared in accordance with International Financial Reporting Standards without adjusting entries or review by accountants and signed by an authorized officer of HoldCo, and such other information as may be reasonably requested by the Shareholders.

**ARTICLE IV
REPRESENTATIONS, WARRANTIES AND COVENANTS**

4.1 Representations and Warranties

Each of the Shareholders represents and warrants as follows and acknowledges that each of the other parties hereto are relying on such representations and warranties in connection with the entering into of this Agreement:

- (a) it is the registered and beneficial owner of the Shares stated to be owned by such Shareholder in the recitals hereto, free and clear of all Encumbrances and there are no outstanding agreements, options, warrants or other rights capable of becoming an agreement, option or warrant to purchase such Shares;
- (b) it has the power and capacity to own its assets and to enter into and perform its obligations hereunder and has taken all necessary action to authorize the execution and delivery of this Agreement;
- (c) this Agreement and the transactions contemplated herein have been duly authorized by it and constitutes a valid and binding obligation of it enforceable against it in accordance with its terms subject to the laws of bankruptcy and the availability of equitable remedies; and
- (d) the execution, delivery and performance of this Agreement does not and will not contravene the provisions of its articles, by-laws, constating documents or the provisions of any agreement or other instrument to which it is a party or may be bound.

4.2 Covenants

Each of the Shareholders covenants and agrees with each other party hereto that all of the foregoing representations and warranties pertaining to it set forth in Article 4.1 will continue to be true and correct during the continuance of this Agreement.

**ARTICLE V
TRANSFER OF SHARES**

5.1 General Restriction on Transfer

Save and except for transfers made pursuant to and in accordance with Sections 5.3, 5.4 and 5.5 of this Agreement, no Shares, nor the whole or any item or part of any right, title, benefit or interest therein or thereto, may be sold, transferred, assigned, made subject to any Encumbrance or otherwise disposed. No Shareholder shall be entitled to create or grant an Encumbrance on its Shares.

5.2 Legend on Shares

All share certificates representing Shares of HoldCo shall bear on their face the following notation:

“The shares represented by this certificate are subject to the provisions of the Shareholders’ Agreement made as of ● ●, 2019 among all of the shareholders of the Corporation as at that date, which agreement contains restrictions on the right to sell, transfer, pledge, mortgage, assign, vote or otherwise deal with or encumber such shares. Notice of such restrictions and the other provisions of such agreement is hereby given. A copy of such agreement is available for inspection from the Secretary of the Corporation on request.”

5.3 Rights of First Refusal

If any Shareholder (in this Article V called the “**Selling Shareholder**”) wishes to sell all, but not less than all, of its Shares to a Person with whom it deals at Arm’s Length, the other Shareholders and HoldCo (in this Article V called the “**Other Holders**”) shall have the prior right to purchase such Shares in accordance with the following provisions:

- (a) **Notice of Offer**. A Selling Shareholder shall give to the Secretary of HoldCo and to each Other Holder notice in writing of its desired intention to sell all, but not less than all, of its Shares (in this Article V called the “**Offered Shares**”). The notice (in this Article called the “**Selling Notice**”) shall have annexed thereto a true copy of the offer, agreement or similar document (the “**Offer**”) containing the terms and

conditions pursuant to which the Selling Shareholder wishes to sell the Offered Shares to the prospective purchaser (in this Article V called the “**Prospective Purchaser**”), who shall be identified, and the price and terms of payment which the Selling Shareholder is willing to accept for the Offered Shares which shall be the same as set forth in the Offer;

- (b) **Offer Open During Notice Period.** The Secretary of HoldCo shall thereupon be deemed to be the agent of the Selling Shareholder for the purposes of offering the Offered Shares to the Other Holders on the terms of payment and for the price contained in the Selling Notice and the offer by the Secretary shall be irrevocable and remain open for acceptance, as hereinafter provided, for a period of sixty (60) days (in this Article V called the “**Notice Period**”) after receipt of the Selling Notice by the Secretary;
- (c) **Acceptance of Offer.** Within fifteen (15) Business Days after receipt of the Selling Notice by the Secretary, the Secretary shall offer the Offered Shares for sale to the Other Holders as nearly may be in proportion to the number of Shares held by each such Other Holder respectively as at the date of such offer. The offer by the Secretary shall state that any Other Holder desiring to purchase a number of Offered Shares less than or in excess of its proportion shall indicate in its notice to the Secretary (in this Article V called the “**Purchase Notice**”) stating the number of Offered Shares it desires to purchase. If, within the Notice Period, a Purchase Notice has not been received by the Secretary of HoldCo from an Other Holder, such Other Holder shall be deemed to have declined to purchase the Offered Shares being offered;
- (d) **Excess Shares.** If the Other Holders do not claim their respective proportions, any unclaimed Offered Shares shall be used to satisfy the claims of such Other Holders for Offered Shares in excess of their proportions. If the claims in excess are more than sufficient to exhaust such unclaimed Offered Shares, the unclaimed Offered Shares shall be divided pro rata among such Other Holders desiring Offered Shares in excess of their proportion, in proportion to the number of Shares held by them

respectively as at the date of such offer, provided that any unclaimed Offered Shares after such pro rata division shall be divided pro rata among Other Holders in proportion to their claims in excess of their respective proportions determined as aforesaid. Notwithstanding anything to the contrary, no Other Holder shall be bound to purchase any Offered Shares in excess of the amount indicated in its Purchase Notice;

- (e) **No Fractions**. If the Offered Shares are not capable, without division into fractions of Shares, of being offered to or being divided among the Other Holders in the proportions above mentioned, the same shall be offered to or divided among the Other Holders as nearly as may be in the proportions hereinbefore mentioned and any balance shall be offered to or divided among the Other Holders or some of them in such equitable manner as may be determined by the Board;
- (f) **Sale**. If all, but not less than all, of the Offered Shares are accepted by the Other Holders pursuant to the provisions of this Section 5.3, the Offered Shares shall be sold to the Other Holders for the price and for the terms contained in the Selling Notice;
- (g) **Deemed Refusal**. If Purchase Notices have not been received by the Secretary in respect of all of the Offered Shares within the Notice Period, the Other Holders, and each of them, shall be deemed to have declined to purchase the Offered Shares and, subject to the provisions of paragraph (h), the Selling Shareholder may within sixty (60) days after the expiration of the Notice Period sell all, but not less than all, of the Offered Shares to the Prospective Purchaser at the price and upon terms of payment which are not more favourable than those specified in the Selling Notice; and
- (h) **Prospective Purchaser Bound**. The Selling Shareholder shall sell the Offered Shares to a Person who is not a party hereto only if such other Person simultaneously with any such sale executes and delivers to each of the other parties hereto a counterpart of this Agreement in which case such Person shall be subject to the same obligations as a party to this Agreement as if it were an original

signatory in place of the Selling Shareholder or its predecessor in title originally party to this Agreement, as applicable.

- (i) **HoldCo as Purchaser.** The Other Holders, except HoldCo, may cause HoldCo to act as an Other Holder.

5.4 Piggyback Right

In the event one or more Selling Shareholders receives an Offer and, in accordance with the procedures set forth in Section 5.3, the Other Holders decline to purchase the Offered Shares from the Selling Shareholder(s), and the Shares which the Selling Shareholder(s) wish to sell under the Offer(s) would result in a Person other than an existing Shareholder owning more than forty-nine (49%) percent of all of the issued and outstanding Shares, then each Other Holder except HoldCo shall have the right to require that all, but not less than all, of its Shares be sold to the Prospective Purchaser, on the same terms and conditions as those set out in the Offer; provided that, if the Prospective Purchaser will not purchase the aggregate amount of Shares which the Selling Shareholder(s) and the Other Holders except HoldCo requested to be sold pursuant to the immediately preceding sentence, the number of Shares which the Selling Shareholder(s) and the Other Holders except HoldCo shall be permitted to sell to the Prospective Purchaser shall be proportionately reduced so that each may sell the same percentage of its Shares. The Other Holders except HoldCo may only exercise their right under this Section 5.4 by written notice given to the Secretary of HoldCo within the Notice Period.

5.5 Drag-Along Right

If a Shareholder or Shareholders owning in the aggregate at least eighty (80%) percent of the Shares is or are the Selling Shareholder(s), as the case may be, and

- (a) the Offered Shares are all, but not less than all, of the Selling Shareholders' Shares;
- (b) the Selling Shareholders receive an Offer and, in accordance with the procedures set forth in Section 5.3, the Other Holders decline to purchase all of the Offered Shares; and

- (c) the Prospective Purchaser agrees to purchase all of the outstanding Shares on the terms set forth in the Offer;

then the Selling Shareholder(s) shall have the right, upon written notice given to all Shareholders within ten (10) Business Days after the Notice Period has expired, to require that all Shareholders sell all their Shares to the Prospective Purchaser. Upon such notice being given, all Shareholders shall be required to sell their Shares to the Prospective Purchaser upon the terms and conditions set forth in the Offer provided that the closings of all such sales shall occur contemporaneously.

ARTICLE VI CLOSING OF PURCHASE TRANSACTION

6.1 Time and Place of Closing

The closing of any purchase and sale of Shares contemplated by Sections 5.3, 5.4 or 5.5 of this Agreement shall unless otherwise agreed upon by the parties to such transaction, take place at the registered office of HoldCo on the date specified in the Selling Notice.

6.2 Documents to be Delivered by the Vendor

On or before the closing of a purchase and sale of Shares contemplated hereunder, the vendor shall deliver to the purchaser the following (each in form and substance satisfactory to the purchaser):

- (a) a share certificate or certificates representing the Shares being sold, duly endorsed in blank for transfer or newly issued in the name of the purchaser;
- (b) a certificate of a senior officer certifying, for and on behalf of HoldCo, that any representations and warranties made by such vendor in this Agreement are true and correct as of the Closing Date;
- (c) the written release of the vendor of all claims against HoldCo and the Subsidiaries, any of the other Shareholders with respect to any matter or thing arising up to and including the Closing Date as a result of being a Shareholder; and

- (d) such other documents as may be reasonably required by any party to such purchase and sale to properly complete the purchase and sale of the Shares.

6.3 Documents to be Delivered by the Purchaser

On or before the closing of a purchase and sale of Shares contemplated hereunder, the purchaser shall deliver to the vendor the following:

- (a) a certified cheque or bank draft in an amount equal to the purchase price for the Shares being purchased;
- (b) in the event Shares are sold to a Person who is not a Shareholder pursuant to Sections 5.3 or 5.4 hereof, a duly executed counterpart of this Agreement or other agreement pursuant to which such Person agrees to be bound by the provisions hereof; and
- (c) such other documents as may be reasonably required by any party to such purchase and sale to properly complete the purchase and sale of the Shares.

6.4 Failure to Complete Sale

In the event the vendor fails to complete the subject purchase and sale transaction, the purchaser shall have the right to deposit the purchase price for the subject Shares for the account of the vendor in an interest-bearing account at a branch of HoldCo's bankers. Thereafter, notwithstanding that the documents required pursuant to Section 6.2 have not been delivered by the vendor, the purchase and sale of the subject Shares shall be deemed to be fully completed and all right, title, benefit and interest, both at law and in equity, in and to the subject Shares shall be deemed to have been transferred and assigned to and become vested in the purchaser and all right, title, benefit and interest, both at law and in equity, of the vendor or any other Person having an interest in and to the subject Shares shall cease and the records of HoldCo shall be amended accordingly.

**ARTICLE VII
NON-COMPETITION AND CONFIDENTIALITY**

7.1 Non-Competition

- (a) Each Shareholder covenants and agrees that it shall not, except through the Corporations or otherwise with the consent of all Shareholders, or as provided in Section 7.1(b), directly or indirectly, from the date hereof until two (2) years after the party ceases to be a Shareholder, compete within (i) Ontario; (ii) Central Ontario; or (iii) Muskoka/Parry Sound/Almaguin Region with the Business, whether by carrying on or engaging in or being concerned with or interested in or advising, lending money to, guaranteeing the debts or obligations of or permitting the party's name or any part thereof to be used or employed by any Person engaged in or concerned with or interested in any business within (i) Ontario; (ii) Central Ontario; or (iii) Muskoka/Parry Sound/Almaguin Region that is competitive with the Business, or otherwise.
- (b) The parties acknowledge that (i) a municipality (other than a Shareholder) which is a shareholder of one or more corporations incorporated under the Act for the purposes of generating, transmitting, distributing or retailing electricity, and (ii) a person which holds a portfolio investment of less than five (5%) percent of the shares of a corporation whose shares are publicly traded which competes with the Business is permitted to become a Shareholder in accordance with the provisions of this Agreement without such investment in such other entity or entities being considered a breach of Subsection 7.1(a).

7.2 Confidentiality

Each Shareholder shall not use or disclose to any Person other than in the ordinary course of the Business, directly or indirectly, any Confidential Information at any time other than to employees, officers or directors of such Shareholder provided that all such Persons shall treat such information as confidential and not disclose same to any Third Party nor use the same for any purpose other than for the purposes of the Corporations or in respect of a Shareholder's investment

in the Corporations, provided, however, that nothing in this Article VII shall preclude a Shareholder from disclosing or using Confidential Information if:

- (a) the Confidential Information is available to the public or in the public domain at the time of such disclosure or use, without breach of this Agreement;
- (b) disclosure of Confidential Information is required to be made by any law, regulation, governmental body or authority or by court order;
- (c) disclosure of Confidential Information is made in connection with any arbitration pursuant to Section 10.3;
- (d) disclosure of Confidential Information is made to a court which is determining the rights of the parties under this Agreement;
- (e) the Confidential Information is properly within the legitimate possession of a Shareholder prior to its disclosure hereunder and without any obligation of confidentiality;
- (f) after disclosure, the Confidential Information is lawfully received by a Shareholder from another Person who is lawfully in possession of such information and such other Person is not restricted from disclosing the information to the Shareholder;
- (g) the disclosure of Confidential Information is necessary to complete a transfer of Shares in accordance with this Agreement;
- (h) the Confidential Information is independently developed by a Shareholder through Persons who have not had access to, or knowledge of, the Confidential Information, other than as permitted in (a) through (g) above or (i) below; or
- (i) the Confidential Information is approved by the Corporations for disclosure prior to its actual disclosure.

Each Shareholder acknowledges and agrees that the obligations under Section 7.2 shall remain in effect for the period of two (2) years after it ceases to be a Shareholder. Notwithstanding the

foregoing restrictions, the Board shall be entitled in its discretion to discuss the affairs of the Corporations with the officers, directors, employees and representatives of such Shareholder.

7.3 Injunctive Relief

Each Shareholder understands and agrees that HoldCo, and consequently the other parties, will suffer irreparable harm in the event that the Shareholder breaches any of the obligations set out in this Article VII and that monetary damages shall be inadequate to compensate for the breach. Accordingly, each Shareholder agrees that, in the event of a breach or threatened breach by it of any of the provisions of this Article VII, HoldCo and the other parties hereto, in addition to and not in limitation of any other rights, remedies or damages available to them at law or in equity, shall be entitled to an interim injunction, interlocutory injunction and permanent injunction in order to prevent or to restrain any such breach by the Shareholder.

7.4 Accounting for Profits

Each Shareholder agrees that in the event of a violation of any of its covenants or agreements under this Article VII, HoldCo shall be entitled to an accounting and repayment of all profits, compensation, royalties, commissions, remunerations or benefits which the Shareholder directly or indirectly shall have realized or may realize relating to, growing out of, or in connection with any such violation(s); this remedy shall be in addition to and not in limitation of any injunctive relief or other rights or remedies to which HoldCo and the other parties are or may be entitled at law or in equity or otherwise under this Article VII.

7.5 Reasonableness of Restrictions

Each Shareholder acknowledges that it has given careful consideration to the provisions of Sections 7.1 to 7.4 above and, having done so, agrees that the restrictions set forth in those sections are fair and reasonable and are reasonably required for the protection of the other Shareholders' investments in HoldCo and for the protection of the interests of HoldCo and its Business, and that it is being reasonably compensated for the imposition of such restrictions.

**ARTICLE VIII
BOOKS, RECORDS AND RIGHT TO INFORMATION**

8.1 Books and Records

HoldCo shall at all times maintain at its registered office proper books of account, which shall contain accurate and complete records of all transactions, receipts, expenses, assets and liabilities of HoldCo.

8.2 Right to Information

The parties covenant and agree that each Shareholder of HoldCo shall have rights of inspection as set out in Sections 140, 140.1, 141, 144, 145 and 154 of the Act.

8.3 Right to Attend Shareholder Meetings

Each Shareholder entitled to vote at a meeting of Shareholders shall have the right to attend at a meeting of Shareholders. Each Shareholder Representative shall also have the right to invite one observer to a meeting of Shareholders, provided that such observer is the Chief Administrative Officer or other senior staff member of the Shareholder's municipality.

8.4 Reporting on Developments

The Board shall appoint an individual or individuals to report to the Shareholders from time to time on developments in the Corporations as considered appropriate by the Board.

**ARTICLE IX
TERM**

9.1 Term and Automatic Renewal

This Agreement shall come into force and effect as at and from the date of this Agreement and shall continue in force for five (5) years, at which time this Agreement shall be automatically renewed for further successive terms of five (5) years each, provided that at the annual Shareholder meeting held immediately prior to each such automatic renewal, the Shareholders will have approved such renewal.

**ARTICLE X
GENERAL**

10.1 Notices

All notices, requests, demands, consents or other communications required to be given or made or provided for in this Agreement shall be in writing and shall be deemed to have been given if delivered, if sent by registered mail or if sent by facsimile or other means of electronic transmission to:

Bracebridge at:

The Corporation of the Town of Bracebridge
1000 Taylor Court
Bracebridge, ON P1L 1R6

Fax Number: 705-645-1262
Attention: Mayor

Burk's Falls to:

The Corporation of the Village of Burk's Falls
P.O. Box 160, 172 Ontario Street
Burk's Falls, ON P0A 1C0

Fax Number: 705-382-2273
Attention: Reeve

Huntsville to:

Corporation of the Town of Huntsville
37 Main Street East
Huntsville, ON P1H 1A1

Fax Number: 705-789-6689
Attention: Mayor

Magnetawan to:

Corporation of the Municipality of Magnetawan
P.O. Box 70, 4304 Highway 520
Magnetawan, ON P0A 1P0

Fax Number: 705-387-4875
Attention: Mayor

Sundridge to:

Corporation of the Village of Sundridge
P.O. Box 129, 110 Main Street
Sundridge, ON P0A 1A0

Fax Number: 705-384-7874
Attention: Mayor

Parry Sound to:

The Corporation of the Town of Parry Sound
52 Seguin St.
Parry Sound, ON
P2A 1B4

Fax Number: 705-746-7461
Attention: Mayor

HoldCo to:

Lakeland Holding Ltd.
200-395 Centre Street
Huntsville, Ontario
P1H 2M2

Fax: 705-789-3110
Attention: Chief Executive Officer

WiresCo to:

As Above

GenCo to:

As Above

ServicesCo to:

As Above

or at such other addresses as the party to whom such notice is to be given may have designated by notice so given to the other parties. Any notice so mailed shall be deemed to have been given on the fifth (5th) Business Day following the date of the mailing of the same or if delivered, on the

date of delivery and any notice given by facsimile or other means of electronic communication shall be deemed to have been received on the Business Day following the date on which such transmission is completed and the appropriate confirmation received.

10.2 Assignment and Binding Effect

This Agreement is not assignable by any party except insofar as its benefit and burden pass with the Shares transferred in accordance with its provisions. This Agreement shall be binding on and enure to the benefit of the parties hereto and their respective successors and permitted assigns. Reference in this Agreement to any party shall be deemed to include reference to such party and its respective successors and assigns as permitted hereunder.

10.3 Arbitration

- (a) **Selection of Single Arbitrator.** The Shareholders agree that any controversy, dispute or claim between them or any of them arising out of or relating to this Agreement or the performance, enforcement, breach, termination or validity of it, including the determination of the scope of the Agreement to arbitrate, shall be determined by arbitration before a single arbitrator (the “**Arbitrator**”) agreed to by all of the Shareholders. If the Shareholders are unable to agree on the Arbitrator, then, an application may be made under the Arbitration Act to a judge for the appointment.
- (b) **Referring Dispute.** Any Shareholder may refer a dispute to the Arbitrator by providing notice in writing to the Arbitrator and to all of the Shareholders hereto expressing its intention to refer the dispute to arbitration and briefly describing the nature of the dispute.
- (c) **Attempted Settlement.** Upon service of the notice referred to above, the Shareholders who are party to the dispute (the “**Disputing Shareholders**”) will attempt to negotiate a settlement of the dispute amongst themselves. In the event that the parties are unable to reach settlement by themselves within ten (10) days of the service of the notice referred to above, the Shareholders will proceed with the arbitration and any Disputing Shareholders shall be free to apply to the Arbitrator

for directions as to the scheduling of the arbitration itself and the pre-hearing procedures.

- (d) **Decision Final and Binding.** The Shareholders agree that the award of the Arbitrator shall be final and binding without any right of appeal and shall be the sole and exclusive remedy between them regarding any claims, counterclaims, issues or disputes referred to the Arbitrator.
- (e) **Place of Arbitration.** The arbitration shall take place in Muskoka, and shall be governed by the laws of the Province of Ontario.
- (f) **Powers of Arbitrator.** The Shareholders agree that the Arbitrator shall have the powers and jurisdiction of an arbitrator pursuant to the Arbitration Act and such power shall include the power to award interim and interlocutory injunctions and other equitable relief.
- (g) **Costs.** The Arbitrator shall have the power to award the costs of the Arbitrator's services and related costs against either party, however, each party will bear the costs of their own counsel and witness fees.
- (h) **Written Notices.** All notices by one Shareholder to the other in connection with the arbitration shall be in writing and shall be deemed to have been duly given or made if delivered or sent by facsimile transmission to the addresses provided in this Agreement.

10.4 Further Assurances

Each party hereto shall do such acts and shall execute such further documents, conveyances, deeds, assignments, transfers and the like, and will cause the doing of such acts and will cause the execution of such further documents as are within its power as any other party may in writing at any time and from time to time reasonably request be done and or executed, in order to give full effect to the provisions of this Agreement.

10.5 Severability

If any provision of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction from which no further appeal lies or is taken, that provision shall be deemed to be severed herefrom, and the remaining provisions of this Agreement shall not be affected thereby and shall remain valid and enforceable.

10.6 Amendment, Modification and Waiver

This Agreement may not be modified, amended, terminated or supplemented except as agreed, in writing, by Shareholders both comprising a majority in number of the Shareholders and holding not less than sixty-six and two thirds percent (66 2/3%) of the Shares then issued and outstanding. Any waiver of, or consent to depart from, the requirements of any provision of this Agreement shall be effective only if it is in writing and signed by the party giving it, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of any party to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver of such right. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right.

10.7 Amalgamation of Shareholder(s)

- (a) **Allocation of Proceeds on Sale of Amalgamated Shareholder.** In the event that:
 - (i) two or more Current Shareholders are amalgamated (“**Amalgamated Shareholder**”) and (ii) the Amalgamated Shareholder’s interest in HoldCo is sold, it is the intention of the Current Shareholders that the proceeds of disposition from the sale of the Amalgamated Shareholder’s interest in HoldCo be allocated in proportion to the pre-amalgamation percentage of the Amalgamated Shareholder’s shareholdings in HoldCo and used for the benefit of the residents within the municipal boundaries of the Current Shareholders on the date hereof.
- (b) **Allocation of Dividends Held in Reserve.** Each of the Current Shareholders shall create a reserve fund (a “**Reserve**”) to receive dividends paid by HoldCo. The Current Shareholders may use any funds in their respective Reserve in the discretion of the applicable Council for the benefit of residents within its municipal

boundaries. In the event that two (2) or more Current Shareholders are amalgamated, it is the intention of the Current Shareholders that any amounts held in Reserves be used for the benefit of the residents within the boundaries of the Current Shareholders on the date hereof to which each Reserve initially applied.

- (c) **Allocation of Dividends Received by Amalgamated Shareholder.** In the event that two (2) or more Current Shareholders are amalgamated, it is the intention of the Current Shareholders that following the amalgamation, the Amalgamated Shareholder will allocate for use all dividends received from HoldCo to the residents within the municipal boundaries of the Current Shareholders on the date hereof in proportion to the pre-amalgamation percentages of each Shareholder in HoldCo.
- (d) **Best Efforts to Obtain Order.** The Current Shareholders shall use their best efforts to ensure that the foregoing intentions contained in this Section 10.7 are achieved by requesting that provisions with substantially the same content as above be incorporated into any applicable order of the Ontario government relating to an Amalgamated Shareholder.

10.8 Time of Essence

Time is of the essence of this Agreement.

10.9 Counterparts

This Agreement or any other agreement, resolution, or document signed by the Shareholders may be executed in any number of counterparts and by electronic means and all such counterparts and electronic signatures shall for all purposes constitute one document binding on the Shareholders, notwithstanding that all signatures are not originals and that all Shareholders have not executed the same original document.

10.10 No Partnership

Nothing in this Agreement shall be deemed in any way or for any purpose to constitute any party a partner of or a joint venture with any other party.

10.11 Proceedings

The covenants, agreements and obligations herein expressed to be observed and performed by the parties hereto may be enforced by any of the parties hereto pursuant to Section 10.3 without joining the remaining parties as parties in any proceedings.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the date first above written.

**THE CORPORATION OF THE TOWN OF
BRACEBRIDGE**

By: _____
Rick Maloney, Deputy Mayor

By: _____
Lori McDonald, Director of Corporate
Services/Clerk

**THE CORPORATION OF THE VILLAGE OF
BURK'S FALLS**

By: _____
Cathy Still, Mayor

By: _____
Nicky Kunkel, Clerk

**THE CORPORATION OF THE TOWN OF
HUNTSVILLE**

By: _____
Karen Terziano, Mayor

By: _____
Crystal Paroschy, Municipal Clerk

**THE CORPORATION OF THE
MUNICIPALITY OF MAGNETAWAN**

By: _____
Sam Dunnett, Mayor

By: _____
~~Laura Brandt, Deputy Clerk~~ Kerstin Vroom, Clerk

**THE CORPORATION OF THE VILLAGE OF
SUNDRIDGE**

By: _____
Lyle Hall, Mayor

By: _____
Nancy Austin, Clerk

**THE CORPORATION OF THE TOWN OF
PARRY SOUND**

By: _____
Jamie McGarvey, Mayor

By: _____
Clayton Harris, CAO

LAKELAND HOLDING LTD.

By: _____
Chris Litschko, Chief Executive Officer

By: _____
Roger Alexander, Chair

LAKELAND POWER DISTRIBUTION LTD.

By: _____
Chris Litschko, Chief Executive Officer

By: _____
Bruce Flowers, Chair

LAKELAND ENERGY LTD.

By: _____
Chris Litschko, Chief Executive Officer

By: _____
Roger Alexander, Chair

BRACEBRIDGE GENERATION LTD.

By: _____
Chris Litschko, Chief Executive Officer

By: _____
Roger Alexander, Chair

SCHEDULE “A”

INDEMNITY AGREEMENT

This Agreement made as of the • day of •, •,

BETWEEN:

LAKELAND HOLDING LTD., a corporation incorporated under
the laws of Ontario,

(hereinafter referred to as “**HoldCo**”)

OF THE FIRST PART,

- and -

LAKELAND ENERGY LTD., a corporation incorporated under
the laws of Ontario,

(hereinafter referred to as “**ServicesCo**”)

OF THE SECOND PART,

-and-

LAKELAND POWER DISTRIBUTION LTD., a corporation
incorporated under the laws of Ontario,

(hereinafter referred to as “**WiresCo**”)

OF THE THIRD PART,

-and-

BRACEBRIDGE GENERATION LTD., a corporation
incorporated under the laws of Ontario,

(hereinafter referred to as “**GenCo**”)

OF THE FOURTH PART,

- and –

■

(hereinafter referred to as the “**Director**”/“**Officer**”)

OF THE FIFTH PART,

WHEREAS HoldCo, ServicesCo, WiresCo and GenCo are each incorporated under the provisions of the Business Corporations Act (Ontario) (the “**Act**”);

AND WHEREAS HoldCo is the sole shareholder of ServicesCo, WiresCo and GenCo;

AND WHEREAS the Director/Officer, at the request of HoldCo, has accepted the position of a director/officer of HoldCo, of ServicesCo, of WiresCo or of GenCo;

AND WHEREAS the Director/Officer has no direct or indirect financial interest in HoldCo or ServicesCo or WiresCo or GenCo;

AND WHEREAS the by-laws of HoldCo, ServicesCo, WiresCo and GenCo provide that the corporations shall indemnify a director or officer in certain circumstances.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the premises and the covenants and agreements herein contained and for other good and valuable consideration (the receipt and adequacy of which is hereby acknowledged by each of the parties hereto), and in consideration of the Director’s/Officer’s consenting to act as a director/officer of HoldCo, ServicesCo, WiresCo or GenCo and acceding to HoldCo’s request to accept such position(s), the parties hereby agree each with the others as follows:

1. Holdco shall indemnify the Director/Officer and his heirs and legal representatives against all costs, charges and expenses, including an amount paid to settle an action or satisfy a judgment, reasonably incurred by him in respect of any civil, criminal or administrative action or proceeding to which he is made a party by reason of being or having been a director/officer of HoldCo if:

(a) he acted honestly and in good faith with a view to the best interests of HoldCo;

- (b) in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, he had reasonable grounds for believing that his conduct was lawful; and
- (c) in the case of an action by or on behalf of HoldCo to procure a judgment in its favour, HoldCo obtains any approval required under the Act in respect of such indemnification.

2. ServicesCo shall indemnify the Director/Officer and his heirs and legal representatives against all costs, charges and expenses, including an amount paid to settle an action or satisfy a judgment, reasonably incurred by him in respect of any civil, criminal or administrative action or proceeding to which he is made a party by reason of being or having been a director/officer of ServicesCo if:

- (a) he acted honestly and in good faith with a view to the best interests of ServicesCo;
- (b) in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, he had reasonable grounds for believing that his conduct was lawful; and
- (c) in the case of an action by or on behalf of ServicesCo to procure a judgment in its favour, ServicesCo obtains any approval required under the Act in respect of such indemnification.

3. WiresCo shall indemnify the Director/Officer and his heirs and legal representatives against all costs, charges and expenses, including an amount paid to settle an action or satisfy a judgment, reasonably incurred by him in respect of any civil, criminal or administrative action or proceeding to which he is made a party by reason of being or having been a director/officer of WiresCo if:

- (a) he acted honestly and in good faith with a view to the best interests of WiresCo;

- (b) in the case of a criminal or administrative action or proceeding that is enforced by monetary penalty, he had reasonable grounds for believing that his conduct was lawful; and
- (c) in the case of an action by or on behalf of WiresCo to procure a judgment in its favour, WiresCo obtains any approval required under the Act in respect of such indemnification.

4. GenCo shall indemnify the Director/Officer and his heirs and legal representatives against all costs, charges and expenses, including an amount paid to settle an action or satisfy a judgment, reasonably incurred by him in respect of any civil, criminal or administrative action or proceeding to which he is made a party by reason of being or having been a director/officer of GenCo if:

- (a) he acted honestly and in good faith with a view to the best interests of GenCo;
- (b) in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, he had reasonable grounds for believing that his conduct was lawful; and
- (c) in the case of an action by or on behalf of GenCo to procure a judgment in its favour, GenCo obtains any approval required under the Act in respect of such indemnification.

5. HoldCo, ServicesCo, WiresCo and GenCo shall use their best efforts to obtain any approval required under the Act or otherwise in respect of any indemnification required to be made by them under this agreement.

6. HoldCo, ServicesCo, WiresCo and GenCo shall indemnify the Director/Officer in such other circumstances as the Act, as amended from time to time, permits or requires.

7. Any indemnification to be made to the Director/Officer under this agreement shall not be affected by any remuneration that he shall have received, or to which he may be entitled, at any time for acting in his capacity as a director/officer of HoldCo or ServicesCo or WiresCo or GenCo.

8. Each of HoldCo, ServicesCo, WiresCo and GenCo shall purchase and maintain insurance for the benefit of the Director/Officer in an amount of at least Twenty Million Dollars (\$20,000,000) (per occurrence per policy year with no deductible payable by any director/officer making a claim under the policy) against any liability incurred by the Director/Officer in his capacity as a director/officer of the respective corporation, except where the liability relates to his failure to act honestly and in good faith with a view to the best interests of the corporation.

9. HoldCo, in its capacity as the sole shareholder of ServicesCo, WiresCo and GenCo, guarantees performance by each of ServicesCo, WiresCo and GenCo of their respective obligations under this agreement and payment to the Director/Officer of all debts or other obligations at any time due or owing to the Director/Officer by ServicesCo, WiresCo and GenCo pursuant to this agreement or to any obligation of ServicesCo, WiresCo or GenCo to indemnify the Director/Officer whether imposed by statute or otherwise.

10. HoldCo, in its capacity as the sole shareholder of ServicesCo, WiresCo and GenCo, shall indemnify and save harmless the Director/Officer and his heirs and legal representatives to the fullest extent permitted by law from and against any liability and all costs, charges and expenses of any nature whatsoever, including without limitation any amount paid to settle an action or satisfy a judgment, incurred by him in respect of any matter or thing, including without limitation any civil, criminal or administrative action, suit or other proceeding to which he is made a party, by reason of being or having been a director/officer of ServicesCo, WiresCo or GenCo, regardless of the obligations of ServicesCo, WiresCo or GenCo under this agreement.

11. This agreement may not be assigned by HoldCo, ServicesCo, WiresCo or GenCo, and shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

12. This agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The parties hereby attorn and submit to the non-exclusive jurisdiction of the Courts of the Province of Ontario in connection with any action, suit or proceeding brought in relation to this agreement.

13. The parties shall sign such further and other resolutions, documents and papers, cause such meetings to be held, votes cast, special resolutions and resolutions passed, by-laws enacted and documents executed, and do and perform and cause to be done and performed such further and other acts and things as may be necessary or desirable to give full effect to this agreement.

14. This agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same, instrument.

15. Any transferee or allottee of shares of ServicesCo, WiresCo or GenCo, as the case may be, shall be required, as a condition of the completion of any transfer or allotment, to enter into an agreement with the respective corporation, for the purpose of becoming bound in like manner as HoldCo, in its capacity as shareholder of ServicesCo, WiresCo or GenCo, as the case may be, as a party to this agreement.

16. This agreement may not be terminated or amended without the written consent of the Director/Officer. Any attempt to terminate or amend this agreement without such written consent shall constitute the immediate and effective resignation of the Director/Officer. This agreement shall be effective as of the date hereof and shall remain in full force and effect until terminated in accordance with provisions of this paragraph. Any termination shall not affect any obligation of HoldCo or ServicesCo or WiresCo or GenCo arising prior to termination in favour of the Director/Officer, including without limitation any obligation to indemnify by reason of any matter which has arisen or circumstances which have occurred prior to termination.

17. The invalidity or unenforceability of any provision of this agreement or any covenant herein contained shall not affect the validity or enforceability of any other provision or covenant

hereof or herein contained, and the agreement shall be construed as if such invalid or unenforceable provision or covenant were omitted.

18. In this agreement where the context so requires words importing number shall include the singular and plural, words importing gender shall include the masculine, feminine and neuter genders and words importing persons shall include firms and corporations and vice versa.

19. Time shall be of the essence of this agreement and of each and every part hereof.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the day and year first above written.

(Witness)

[Director/Officer]

LAKELAND HOLDING LTD.

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

LAKELAND ENERGY LTD.

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

**LAKELAND POWER DISTRIBUTION
LTD.**

By: _____
Name:
Title:

By: _____
Name:
Title:

BRACEBRIDGE GENERATION LTD.

By: _____
Name:
Title:

By: _____
Name:
Title:

Kerstin Vroom

From: John Theriault (Treasurer) <treasurer@armourtownship.ca>
Sent: October 28, 2020 1:47 PM
To: Kerstin Vroom
Cc: Charlene Watt (Deputy Clerk); Bob MacPhail
Subject: Regional Fire Department Meeting

Good afternoon Kerstin,

I realize that your municipality has passed a resolution not to be involved in the Regional Fire Department anymore, but we are having a Regional Fire Department meeting in November and part of this meeting includes a discussion on the Regional Fire Training Program. Therefore, I was asked to invite representatives from Magnetawan to attend the meeting if they wish.

The agenda will be as follows:

1. Discussion about a workable funding model for a Regional Fire Department.
2. Renewal of the Regional Fire Training program.

A meeting of the Regional Fire Department Committee has been scheduled for:

Date: November 19, 2020
Time: 7:00 p.m.
Location: Armour Ryerson & Burk's Falls Memorial Arena, 220 Centre St, Burk's Falls, ON P0A 1C0

Please advise me on who will be attending so that we can setup the meeting room to be compliant with the most up to date COVID-19 guidelines.

If for some reason it cannot be held in person due to changing guidelines, we will set it up as a zoom meeting.

If you have any questions or require more information, please contact me.

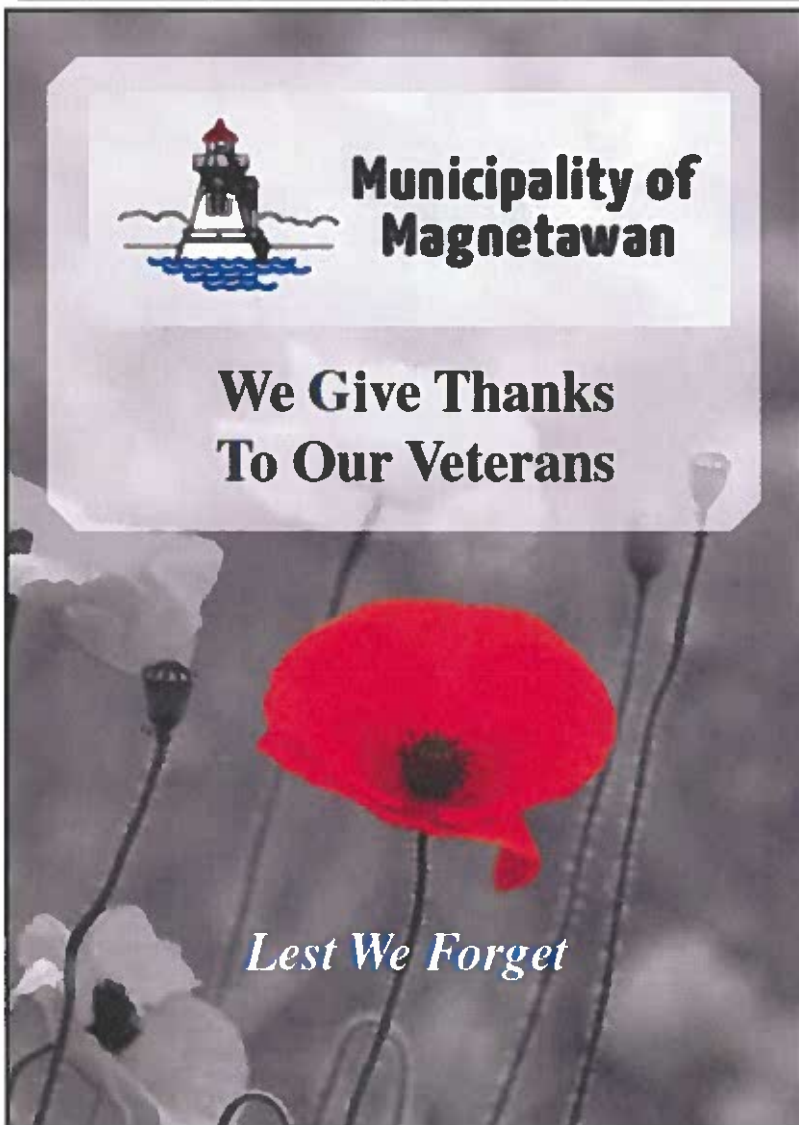
Regards,

John Theriault, AMCT
Clerk-Treasurer/Administrator

Township of Armour
56 Ontario Street, Box 533
Burk's Falls, Ontario P0A 1C0
Email: clerk@armourtownship.ca
Tel: 705-382-3332 ext. 22
Fax: 705-382-2068

Laura Brandt

From: Ted Oliver <toliver@campaign-office.com>
Sent: October 27, 2020 2:51 PM
To: Laura Brandt
Subject: Royal Canadian Legion Ontario Command- 8th Annual Military Service Recognition Book
Attachments: Rates.pdf



Hi Laura. Thank you very, very much for listening to me this morning, and here is that information you needed.

Again, I want to profusely thank you, and everyone with the "**Municipality of Magnetawan**" for your absolutely fantastic, consistent support of local Ontario Veteran's over 5 consecutive years. You all are first ballot hall of famers over here.

As I had mentioned on the phone, please find enclosed a copy of our **Advertisement Letter** and **Rate Sheet** for the Ontario Command Legion's 8th Annual **Military Service Recognition Book** to honor and recognize our Veterans.

This unique remembrance publication includes past and present day Veterans biographies and photographs. With the help of our Veterans, their families and friends, submissions are collected at local legion branches and our next edition is scheduled for release in **October 2021**, in advance of our Annual Remembrance Day Ceremonies.

It is available for all to see at local legion branches and online at the Ontario Command Legion's website: <http://www.on.legion.ca/remembrance/military-service-recognition-book>. It helps us, and our younger generations, appreciate and never forget the Sacrifices made by our Veterans for the freedoms we enjoy today.

You all have been very kind in past year's, by normally sponsoring a very nice 1/4 page, full color advertisement in past Remembrance publications. So, with this in mind, we would be absolutely honoured to count on all of you this year.

Above is a copy of the most recent ad we have on file, for your approval. IFantastic ad copy by the way, one of the nicest I have seen over the years.

If you require any additional information, please reply to this email or phone me at our toll free number below. I will follow up with you in the near future.

Thank you for very, very much again for all your help Laura, and all the best.

Ted Oliver

Publication Office

The Royal Canadian Legion Ontario Command

Campaign Office

(1-855-241-6967)

 oncl@fenety.com



**The Royal Canadian Legion
Ontario Command**

"Military Service Recognition Book"

Dear Sir/Madam:

Thank you for your interest in **The Royal Canadian Legion Ontario Command**, representing **Ontario's Veterans**. Please accept this written request for your support, as per our recent telephone conversation.

The Royal Canadian Legion Ontario Command is very proud to be printing over **10,000 copies** of our 8th annual **"Military Service Recognition Book"**, scheduled for release by October 2021. This unique remembrance publication recognizes and honours our Province's Veterans and helps us fulfill the Legion's role as the **"Keepers of Remembrance"**. Proceeds raised from this annual appeal are also used to support Veterans Transition Programs to help modern day Veterans that suffer from PTSD and other challenges.

The Legion is recognized as one of Canada's largest Veterans Support Organizations and we are an integral part of the communities we serve. This project helps ensure the Legion's continued success. We would like to have your organization's support for this Remembrance project by sponsoring an advertisement space in our **"Military Service Recognition Book."**

Please find enclosed a rate sheet for your review. Whatever you are able to contribute to this worthwhile endeavor would be greatly appreciated. For further information please contact **Ontario Command Campaign Office** toll free at **1-855-241-6967**.

Thank you for your consideration and/or support.

Sincerely,

A handwritten signature in black ink, appearing to read "Garry Pond".

**Garry Pond
President**



www.on.legion.ca

The Royal Canadian Legion Ontario Command

“Military Service Recognition Book”

Advertising Prices

<u>Ad Size</u>	<u>Cost</u>	<u>HST</u>	<u>Total</u>
Full Colour Outside Back Cover	\$2,132.74	+ \$277.26	= \$2,410.00
Inside Front/Back Cover (Full Colour)	\$1,853.98	+ \$241.02	= \$2,095.00
2 Page Spread (Full Colour)	\$2,964.60	+ \$385.40	= \$3,350.00
Full Page (Full Colour)	\$1,482.30	+ \$192.70	= \$1,675.00
Full Page 7" X 9.735"	\$1,110.62	+ \$144.38	= \$1,255.00
½ Page (Full Colour)	\$831.86	+ \$108.14	= \$940.00
½ Page 7" X 4.735"	\$646.02	+ \$83.98	= \$730.00
¼ Page (Full Colour)	\$504.42	+ \$65.58	= \$570.00
¼ Page 3.375" X 4.735"	\$415.93	+ \$54.07	= \$470.00
1/10 Page (Full Colour)	\$300.88	+ \$39.12	= \$340.00
1/10 Page (Business Card) 3.375" X 1.735"	\$256.64	+ \$33.36	= \$290.00

H.S.T. Registration # 10686 2824 RT0001

All typesetting and layout charges are included in the above prices.

A complimentary copy of this year's publication will be received by all advertisers purchasing space of 1/10 page and up, along with a Certificate of Appreciation from the Ontario Command.



PLEASE MAKE CHEQUE PAYABLE TO:

The Royal Canadian Legion
Ontario Command
(RCL ON)
(Campaign Office)
P O Box 8055, Station T CSC
Ottawa, ON K1G 3H6



ALMAGUIN COMMUNITY ECONOMIC DEVELOPMENT (ACED)

MINUTES September 21, 2020

A regular meeting of the ACED Board was held at the Township of Strong Municipal Office on September 21, 2020 at 6:00 pm.

Present: Tim Bryson, Township of Joly
Wendy Whitwell, Township of Armour
Kelly Elik, Township of Strong
Dulcie Pascoe, AHCC Representative
Barb Belrose, Village of Sundridge
Margaret Ann MacPhail, Township of Perry
Tim Brunton, Municipality of Magnetawan
Melanie Atkins, MENDM
Delynne Patterson, Township of Ryerson
Brenda Scott, Village of South River
Lewis Hodgson, Village of Burk's Falls
Ron Begin, FedNor
Peter McIsaac, Municipality of Powassan

Regrets: Jennifer Farquhar, AHCC Representative

Staff: Dave Gray, Director of Economic Development
Courtney Metcalf, Economic Development Officer
John Theriault, Township of Armour
Erin Murphy, Municipality of Magnetawan
Judy Kosowan, Township of Ryerson
Nicky Kunkel, Village of Burk's Falls

Delegations: Karen Jones, Karen Jones Consulting
Natasha Penn, Karen Jones Consulting

Call to Order

The meeting was called to order at 6:03 pm.

Minutes

That the minutes of Monday August 17, 2020 meeting were adopted, as circulated.

Delegations

Karen Jones and Natasha Penn of Karen Jones Consulting (KJCO) made a presentation to the Board on how the Almaguin Highlands Brand Strategy project will be executed. KJCO led a brief focus group session requesting some initial feedback from the members on their vision for branding ACED.

Director of Economic Development (DED) Report

The ACED Board reviewed the September report from the Director of Economic Development, which includes updates on core tracking activities, the work the Communication and Marketing Officer is doing, current files and projects and new business and development.

The Board reviewed the final report for the Almaguin Protective Equipment and the Almaguin Delivers Programs.

The Board was advised that we received a new grant from OBIAA for the Digital Main Street program. The grant is for \$11,775 and will help subsidize the salary of the Communications and Marketing Officer's position.

The Board discussed the proposed hiring process and timelines put forward by the Director of Economic Development for the position of Economic Development Officer. The Board passed a resolution approving the process.

The Director of Economic Development gave an update on the 2020 Almaguin Harvest Spin project. It has been well received and many participated. Pictures of the different rides will be available in the near future.

Updates

FedNor

Ron Begin from FedNor advised the Board that FedNor is still entertaining grant applications and have helped non for profits organizations with grants and for-profit organizations with interest free loans. He is hoping for the region to make great strides in the next few years.

NOHFC

Still working from home and not allowed to travel. Available grants are on their website. Still waiting for some approvals. She will forward information on available grants when it is available. They are looking for applications to be submitted online.

Other Business

Councillor Lewis Hodgson informed the Board that he will be stepping down from the Board due to his out of province relocation. The Chair and Director of Economic Development thanked Councillor Hodgson for his efforts on the ACED Board and past economic development committees.

Resolutions

1. 2020-031 – Moved by Kelly Elik; Seconded by Barb Belrose;
Be it resolved that the Almaguin Community Economic Development Board approve the minutes of August 17, 2020, as circulated. Carried
2. 2020-032 – Moved by Barb Belrose; Seconded by Wendy Whitwell;
Be it resolved that the Almaguin Community Economic development Board accept the Director of Economic Development's recommendation to proceed with the hiring process timeline indicated in the September monthly report.

Adjournment

3. 2020-033 – Moved by Kelly Elik;
Be it resolved that the Almaguin Community Economic Development Board adjourn the September 21, 2020 ACED meeting at 7:11 p.m. Carried

The next meeting will be October 19, 2020 at 6:00 p.m. If this changes, members will be advised.



705-382-2900
www.almaguin-health.org

Minutes: October 2nd, 2020 AHHC Boardroom

Present: Brad Kneller, Marianne Stickland, Dennis Banka, Rod Ward, Tom Bryson, Carol Ballantyne, Barbara Marlow

Regrets With Notice: Lyle Hall, Norm Hofstetter and Cathy Still

Guests: Kevin MacLeod (Executive Director BFFHT), Nicky Kunkel (Clerk Village of Burk's Falls) and Dominique Davies (OTN Coordinator Burk's Falls Site)

Secretary: Erica Kellogg

Call to order at 11:00am by Chair Rod Ward.

1. 2020-020 Moved by Barbara Marlow and Seconded Dennis Banka

THEREFORE BE IT RESOLVED THAT The Almaguin Highlands Health Centre Committee adopt the minutes from September 11th, 2020 as circulated. Carried.

2. Delegations:

- a) Nicky Kunkel, Clerk, Village of Burk's Falls; Discussing Almaguin Community Safety and Wellbeing Plan, highlighting the Plan and its mandate along with efforts to date. Specifically addressing a survey which was provided to area agencies, 416 responses were obtained and confirmed physical health along with access to services in one of five primary concerns of respondents.
The Community Safety and Wellbeing Plan has a completion date of December 31st, 2020. Members were asked to review service agencies pertaining to Physical Health already listed within the Plan advising of any gaps. M. Strickland commented Home Care would be a value and committed to providing the OHT survey summary to N. Kunkel. N. Kunkel left the meeting 11:15am
- b) Dominique Davies, OTN Coordinator, joined the meeting at 11:15am discussing the reopening of the service as of October 17th, if the reopening date can be earlier the information will be provided. Members asked questions regarding physician usage, challenges in reopening. The Committee moved into discussions regarding the proposed OTN renovation, passing Resolution #2020-21 as noted below. D. Davies left the meeting 11:30am.

3. Resolutions to be passed:

2020-21 Moved by Marianne Strickland and Seconded by Brad Kneller

WHERE AS That the Almaguin Highlands Health Centre Committee hereby receives the following submissions for the Ontario Telemedicine Network Expansion tenders that closed on October 1st, 2020

Bidder	Amount (exclusive of HST)
A. Electrical	
a. Greenside Electric	\$ 3,739.60
b.	\$
B. Painting	
1.	\$.00
2.	\$.00

And further that the Committee recommends to the Village of Burk's Falls the project be awarded to Greenside Electric on the condition the AHHC Administrator will reach out to original vendors who provided bids to find if they are willing to rebid. Carried

2020-22 Moved by Marianne Strickland and Seconded by Carol Ballantyne

WHEREAS the Almaguin Highlands Health Centre Committee receives the Terms of Reference as presented by the Secretary, and recommends they be provided to the Village of Burk's Falls for legal review with minor revisions as discussed, Carried

4. Items for Discussion

- a) R. Ward submitted to the Committee a Progress Report that will be revised monthly to reflect various initiatives the Committee works on. The Report will be submitted to member municipalities along with monthly minutes as a means of updating member Councils of the efforts made by the Committee. M. Stickland comment on additional information to which can be included in the report.
- b) In the absence of C. Still, the Secretary informed the Committee of the establishment of an Assessment Centre for COVID-19 which will open in the Medical Building after Thanksgiving. The site will be managed and facilitated by the Parry Sound District EMS and operate two days a week by appointment only.
- c) The Terms of Reference were reviewed, with minor revisions required. The appointment of a Vice Chair was delayed until all members are present to discuss and elect.
- d) Transportation service numbers were provided to the Committee highlighting a decrease since COVID-19, which is to be expected as many physicians and/or specialists have cancelled some appointments due to the pandemic.
- e) Treasures report was received with no comments.
- f) M. Stickland commented a portion of the municipalities December levy from NBPSD Health Unit will be off set, communication will be forthcoming to municipalities.

Resolution: 2020-23 Moved by Barbara Marlow and Seconded by Dennis Banka

THEREFORE BE IT RESOLVED THAT The Almaguin Highlands Health Centre adjourn at 12:12pm to meet again on November 6, 2020 at 11:00am. Carried.

CENTRAL ALMAGUIN PLANNING BOARD

63 Marie St
P. O. BOX 310
SOUTH RIVER, ON
POA 1X0

e-mail – centralalmaguinplan@hotmail.com

705 – 386 - 2573
FAX 705 - 386 - 0702
Susan L. Arnold
Secretary - Treasurer

Draft Board Meeting Minutes for October 21 , 2020 - 5:30pm

Attending:

Sundridge	Member	Steve Rawn		Joly	Member	Tim Bryson
South River	Member	Absent	Vice Chair	Magnetawan	Member	Sam Dunnett
Machar	Member	Lynda Carleton		Strong	Member	Kelly Elik
Provincial	Member	Michael Nelson	Chair	Provincial	Member	John MacLachlan

Secretary-Treasurer: Susan L. Arnold

Guests: Ted Brandt (File B005/20 Lount), Rob Westbrooke (B019/19 Magnetawan), Savas Varadas (File B008, 009, 010/20 Joly)

The Chair called the meeting to order at 5:30 p.m.

Pecuniary Interest Declared: None declared

Res #1 Sam Dunnett- Michael Nelson

Be it resolved that this Board does hereby adopt the minutes of Wednesday, September 16, 2020, as written. CARRIED

Res#2 Kelly Elik- Lynda Carleton

Be it resolved that this Board does hereby approve payment of the October Accounts:

Ch #412- Village of South River- \$303.55 (October Rent)

Ch #413- Susan L. Arnold- (Wages)

Ch #414- Hutchinson Insurance- \$1,674 (2020/2021 Insurance moved to Hutchinson Insurance)

CARRIED

The Secretary-Treasurer advised Marsh Insurance had been difficult to communicate with in order to electronically retrieve the current year documentation. While the CAPB is still dealing with Marsh Insurance it is now working through a local company in North Bay. The original cheque in the amount of \$2,735.64 is now void. Local company provided a premium containing same coverage for a lesser amount.

The Chair, with the Board's approval, moved to Agenda Item #7- #10 before reviewing the new file.

The Secretary-Treasurer advised one letter opposing the new lot created was received by the office for privacy reasons. The application met the Planning Act criteria and the Board proceeded:

Res#3 Tim Bryson- Stephen Rawn

Be it resolved that this Board does hereby approve File B004/20 Strong to create one (1) new lot which will be:

70.3m (+/-) Frontage X 142.25m (+/-) Depth with an area of 1.0ha (+/-) and retaining 72.95m (+/-) Frontage X 142.25m (+/-) Depth with an area of 1.04ha (+/-).

The subject land is located at Con 9, Lot 19, Buck Haven Road, Township of Strong, District of Parry Sound.

The Board requires that all conditions of draft approval must be met before the deeds can be stamped and final approval given.

CARRIED

age 1 of 3

Res#4 Sam Dunnett- Michael Nelson

Be it resolved that this Board does hereby approve File B005/20 Lount to create one (1) new lot which will be: 174.6m (+/-) Frontage X 54.5m (+/-) Depth with an area of .809ha (+/-) and retaining 419.7m (+/-) Frontage X 1001.5m (+/-) Depth with an area of 40.238ha(+/-).

The subject land is located at Con 3, Lot 9, Parcel PCL 747 SEC PSS, Township of Lount, District of Parry Sound.

The Board requires that all conditions of draft approval must be met before the deeds can be stamped and final approval given.

CARRIED

Ted Brandt left the meeting at 5:47pm.

Res#5 Kelly Elik- Lynda Carleton

Be it resolved that this Board does hereby approve File B006/20 Magnetawan and will issue a Validation Certificate on the property described as Con 4, Lots 34 & 35, Registered Plan RCP-326 Lots 19 and 20; locally known as 14 Forestwood Lane in the Township of Magnetawan (formerly Chapman Township), District of Parry Sound.

CARRIED

Res#6 Tim Bryson- Stephan Rawn

Be it resolved that this Board does hereby approve File B007/20 Laurier to create two (2) new lots which will be:

Lot 1: 320ft (+/-) Frontage X 550ft (+/-) Depth with an area of 3.25acres (+/-) and;

Lot 2: 300ft (+/-) Frontage X 370ft (+/-) Depth with an area of 2.8 acres (+/-) and retaining 1870ft (+/-) Frontage X 1050 (+/-) Depth with an area of 24 acres (+/-).

The subject land is located at Con 4, Lot 13, Registered Plan 42R3539 Part 1; Parcel Number 5033 N/S, Township of Laurier, District of Parry Sound.

The Board requires that all conditions of draft approval must be met before the deeds can be stamped and final approval given.

CARRIED

An amendment to the conditions for File B019/19 Magnetawan is requested. During the survey it was discovered an existing structure was located over the proposed new property line. The amended conditions would allow the Frontage to be increased from 92m (+/-) Frontage to 114m (+/-) Frontage and from an area of 1.8ha (+/-) to an area of 2.2ha (+/-). All other conditions would remain the same.

Res#7 Michael Nelson- Lynda Carleton

Be it resolved that this Board does hereby amend the lot size of the approved File B019/19 Magnetawan to read as follows:

That this approval applies to create a new lot which will have 114m (+/-) Frontage X 231m (+/-) Depth and an area of 2.2ha (+/-) and retaining 347m (+/-) Frontage X 269m (+/-) Depth and an area of 8.8ha (+/-).

The subject land is located at Con 6, Lot 2, known as 1270 Beaver Lake Rd, Township of Magnetawan, District of Parry Sound.

The Board requires that all conditions of draft approval must be met before the deeds can be stamped and the final approval given.

CARRIED

Rob Westbrooke left the meeting at 6:00pm

File B001/20 Lount which was approved on August 19, 2020 requested clarification in its conditions to allow the surveyor to provide an accurate survey. The property owner's planner worked with the surveyor to provide a description acceptable to both and the draft copy of the amendment was provided to the Board for review.

Res#8 Kelly Elik-Tim Bryson

Be it resolved that this Board does hereby amend the Conditions of the approved File B001/20 Lount to read as follows:

That this approval applies to three (3) new lots and one (1) lot addition, (including all rights-of-ways and easements (including the 6m wide existing access which travels over each new lot to be created and the retained lot)that may be required)

which will have:

Lot 1: 62.6m (+/-) Frontage X Irregular shape (+/-) Depth and an area of 1.0ha (+/-);
Lot 2: 60.3m (+/-) Frontage X Irregular shape (+/-) Depth and an area of 0.9ha (+/-);
Lot 3: 70.1m (+/-) Frontage X Irregular shape (+/-) Depth and an area of 0.85ha (+/-) and retaining 207.6m (+/-)
Frontage X Irregular shape (+/-) Depth and an area of 1.65ha (+/-). and the remainder of severed Lot three 8.4m (+/-)
frontage X irregular shape (+/-) Depth and an area of 93 sq. m. (+/-) shall be transferred to the abutting land owner,
immediately to the east as shown on the attached sketch.

The subject land is located at Con 6, Lot 9, Known as Pocono Lodge, located at 999 Pocono Lodge Rd, Township of Lount,
District of Parry Sound.

The re-wording of Condition D to read:

- d) That the owner entering into and registering on title an agreement pursuant to Section 51(26) of the Planning Act, 1990, R.S.O., as amended respecting:
 - i) That the purchaser/new owner of the individual severed lots will be responsible for zoning the severed lot to Residential.
 - ii) That the owner agrees to transfer the retained portion of severed Lot 3 to the abutting property owner when severed Lot 3 is finalized, merging the two parcels, when it is reasonable, appropriate and practical to do so.

The Board requires that all conditions of draft approval must be met before the deeds can be stamped and final approval given.
CARRIED

The Board reviewed the new files B008, B009, B010/20 Joly to sever three new lots. The Board had no questions for the planner who was in attendance. The Secretary Treasurer will proceed with notifications.

Savas Varadas left the meeting at 6:15 pm.

The Board was provided with hard copies of the General Policies for the Central Almaguin Planning Board. Some of the policies require updating in order to make the document reflect the current Provincial Policy Statement. The Board will review the document prior to the November meeting.

The Secretary-Treasurer will be seeking guidance from the Ministry regarding extensions for files which has had work affected by the Covid-19 shutdown.

There is a considerable increase in inquiries regarding unorganized townships. The work load is becoming heavier with the nature of the inquiries and trying to keep up with the normal processes. Board members discussed the idea of hiring an assistant to the Secretary-Treasurer for succession planning as well as reducing some of the current workload. Further discussions to take place at the November meeting.

Res#9 Kelly Elik-Lynda Carleton

Be it resolved that this Board does hereby adjourn until Wednesday, November 18, 2020 at 5:30 p.m. or at the call of the chair.
CARRIED

Susan L. Arnold

John MacLaughlin



MEMORANDUM

Chris Litschko, Chief Executive Officer
Lakeland Holding Ltd.

TO: Municipal Councils:

- Town of Bracebridge
- Town of Huntsville
- Town of Parry Sound
- Village of Burk's Falls
- Village of Sundridge
- Municipality of Magnetawan

FROM: Chris Litschko, Chief Executive Officer

COPY: Municipal Chief Administrative Officers
Lakeland Board of Directors
Executive Team

DATE: October, 2020

SUBJECT: 2020 Q3 Shareholder Update

On behalf of Roger Alexander, Chair, and the members of the Board of Directors of Lakeland Holding Ltd. (Lakeland), I am pleased to provide Lakeland's 2020 Q3 Shareholder Update.

VISION

Our company will ...

Provide a safe, productive working environment for all employees

Provide our customers with safe, reliable and affordable products and services

Operate profitably for shareholder dividend payment and value enhancement

Strive for constant improvements in our working relationships with customers, suppliers and our communities

Actively pursue profitable core business opportunities for the enhancement of shareholder value

The table below provides a summary of the Lakeland Holding's current business activities through each of the current subsidiary companies:

Lakeland Power Distribution Ltd. (Local Distribution Company)	Bracebridge Generation Ltd. (Generation Plants and Output)		Lakeland Energy Ltd. (Including Lakeland Networks & Interactive North Operations)
<ul style="list-style-type: none"> 13,937 Customers 	<ul style="list-style-type: none"> Bracebridge Falls Generation Plant 	2.6 MWs	<ul style="list-style-type: none"> Web Mapping
<ul style="list-style-type: none"> 163 square Kms of Service Area 	<ul style="list-style-type: none"> Wilson Falls Generation Plant 	2.9 MWs	<ul style="list-style-type: none"> Fibre to Business
<ul style="list-style-type: none"> 367 Kms of Distribution Lines 	<ul style="list-style-type: none"> High Falls Generation Plant 	2.8 MWs	<ul style="list-style-type: none"> Fibre to Home
<ul style="list-style-type: none"> 10 Substations 	<ul style="list-style-type: none"> Cascade Generation Plant 	3.25 MWs	<ul style="list-style-type: none"> 6,116 Wireless & Fibre Broadband Customers
<ul style="list-style-type: none"> 2,392 Transformers 	<ul style="list-style-type: none"> Burk's Falls Generation Plant 	1.2 MWs	<ul style="list-style-type: none"> 465 Km of Installed Fibre-Optic Cable & 81 Towers
<ul style="list-style-type: none"> Offices in Bracebridge, Huntsville, and Parry Sound 	<ul style="list-style-type: none"> Bancroft Generation Plant 	0.6 MWs	<ul style="list-style-type: none"> Internet Service Provider
	<ul style="list-style-type: none"> Drag River Generation Plant 	0.29 MWs	<ul style="list-style-type: none"> IT Consulting Services
	<ul style="list-style-type: none"> Irondale Generation Plant 	0.45 MWs	<ul style="list-style-type: none"> VOIP and Traditional Phone Services
	<ul style="list-style-type: none"> Elliott Falls Generation Plant 	0.8 MWs	<ul style="list-style-type: none"> IT Server Hosting
	<ul style="list-style-type: none"> 14 Total Number of Generators 	14.89 MWs	<ul style="list-style-type: none"> Voice and Data Cabling
			<ul style="list-style-type: none"> Business Phone Systems
			<ul style="list-style-type: none"> Streetlight Maintenance
			<ul style="list-style-type: none"> Water Heater Rentals

The 2020 Q3 report, which is attached as Appendix "A" to this memorandum, highlights Lakeland's continued success in achieving its Vision to the benefit of our Shareholders and the customers we serve.



MEMORANDUM

**Chris Litschko, Chief Executive Officer
Lakeland Holding Ltd.**

Respectfully submitted on behalf of Lakeland's Board of Directors.

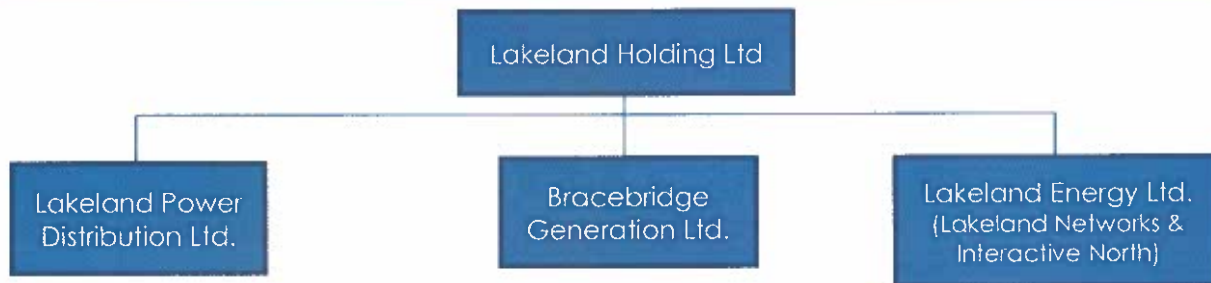
A handwritten signature in black ink, appearing to read "C. Litschko", is positioned above a horizontal line.

Chris Litschko
Chief Executive Officer

Appendix “A”

2020 Q3 Shareholder Update

Municipal Shareholders: Bracebridge, Huntsville, Parry Sound, Burks Falls, Magnetawan, Sundridge



COVID-19

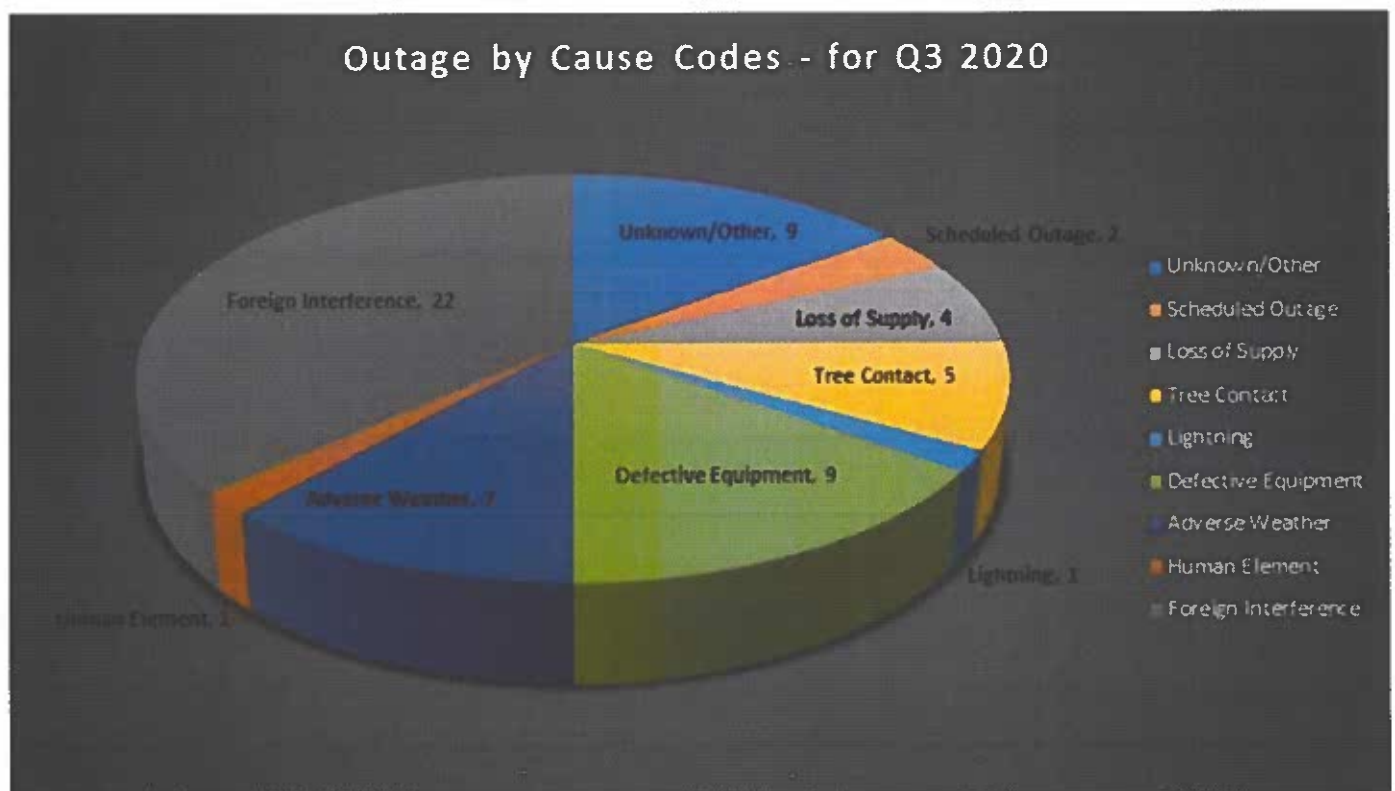
During COVID-19 the health and safety of the staff and public remains our number one priority. All offices have been closed to the public and many staff remain working from home either full or part-time. In September management reported back at the office on a more routine schedule with the rest of the team scheduled to start on October 1st. Cash management remains a high priority due to the unknown effects of the pandemic. The Board approved a revised budget earlier in the year that decreased spending by \$3.8M and which continues to be implemented. Priority spending is to maintain operations, keep electricity & internet on, make new customer connections for electricity and internet, and operate generation plants while managing the watershed to protect property and environment. We understand the value of our dividend for municipal operations and currently the annual payment of \$2M has been protected. Through the pandemic all of Lakeland companies were deemed essential services. We cannot predict how long this pandemic will continue nor its future impacts and are staying as proactive as possible by ensuring all our plans are flexible so we can quickly adjust for any eventuality.

A moratorium on disconnection for non-payment of customer bills comes into effect on November 15th so we are working with customers to ensure they do not fall far behind. Also, Lakeland Power’s largest customer is under creditor protection with an outstanding account balance of more than \$300K which may never be paid (cash depletion). They are supplying a plan to the courts in October to continue operations.

Out of respect for the current economic situation facing many of our customers an Ontario Energy Board small rate increase for our area has been deferred.

Our annual 3 -Year strategy and budget Board meetings will be held in October to plan for the future.

In serving 13,937 Lakeland Power customers to end of Q3 2020, each experienced an average of 0.1 outages for 9.36 minutes in duration.



Preventive maintenance tree trimming is occurring in Sundridge and Bracebridge with all to be completed by end of November.

Bracebridge is currently being fed by some of the least reliable 44,000 volt Hydro feeders in Ontario. Hydro One is finally addressing concerns and has committed to connecting one feeder directly to the local Bracebridge Transformer station, increased inspections & forestry, installing automated switches and a tie line between M7 & M3 feeders to decrease outage times. Over the next 2+ years this should result in Bracebridge seeing significant improvements in reliability from Hydro One feeds. During these discussions, an educational information letter was sent to all

Bracebridge customers providing a better understanding of how electricity is brought to the Town which was well received.

Fibre optic builds allowing for our triple play offering (TV, Internet, Phone) continues in Burks Falls and Sundridge with sales commencing in late September.

Lakeland Energy/Networks/Interactive North total wireless and fibre customer count to the end of September was 6,116. Connections were put on hold in late March until safe procedures were developed to enter customer premises due to COVID-19. Our back log for connections is back down to a few days. The company has upgraded 8 towers across Muskoka to 50/10 (50 megabits per second download & 10 megabits per second upload) speed. This is more than sufficient for any homes and most businesses and a standard that the federal government has set across Canada. The company was successful in obtaining 4 Trillium Lakelands School Board builds, 2 additional partnership builds and has been approached to consider building 2 more projects for the school board.

To expand better broadband throughout Parry Sound/Muskoka our proposal has successfully made it to Phase 2 of Ontario's *Improving Connectivity in Ontario (ICON)* \$150M broadband improvement program with final results to be revealed in early 2021.

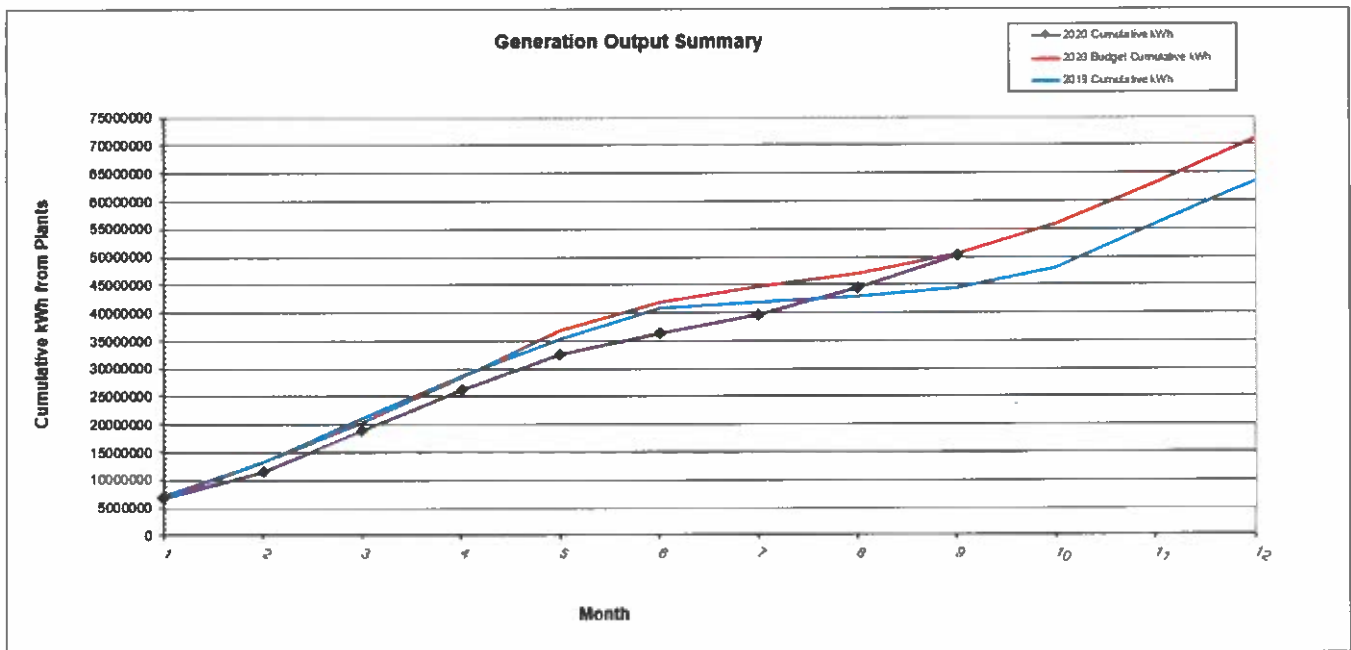
The District of Muskoka has set up a Muskoka Economic Recovery Task Force (MERTF) and we have met with the broadband subcommittee in hopes of being broadband supplier of choice across Muskoka due to our municipal ownership and local presence. We will continue to work with MERTF and support them any way we can but will also continue to roll out our own expansion plans



Tesla Battery arrives as part of Innovation Project

The SPEEDIER/DEMOCRASI innovation 'net zero' project in Parry Sound has started the solar farm installation and is scheduled to be completed by end of year. Many residents have come forward to participate in load control for hot water tanks that forms part of this project.

Bracebridge Generation experienced lower than normal winter precipitation and dry spring resulting in decreased production and associated revenues. To the end of June production was 14% below budget but rains picked up beginning in August and were more regular resulting for increased waterpower generation that thankfully brought our production back up to budget by the end of September.



The Elliott Falls 100 kilowatt generation station upgrade (near Minden) obtained commercial operation as confirmed by an independent engineer and we are now making final application for long term rates with the Independent Electricity System Operator.

Finally, your Board is working with our liability insurer to ensure appropriate coverage regarding fires due to increased forest fires experienced world-wide which could impact our businesses.

Attachment:

Preliminary 3rd quarter 2020 financial results are based upon the approved (original) budget. Due to COVID-19 and the special board meeting held in March the budget was reset for the balance of 2020.

Lakeland Holding Ltd.
Financial Commentary

Lakeland Holding Consolidated – 2020:

Strategic Plan Indicators:

(000's \$)	Sept/2020 YTD	Strat Plan YTD	B/(W)	Forecast Full Yr	Strat Plan Full Yr	B/(W)
Key Performance Indicator						
Increase Consolidated Revenues	\$49,305	\$48,765	\$540	\$65,813	\$65,038	\$774
Increase EBITDA	\$9,284	\$9,036	\$248	\$12,625	\$12,478	\$148
Increase Dividend Distribution	\$1,500	\$1,500	\$0	\$2,000	\$2,000	\$0
Controllable Costs as % of Gross Revenue	22.0%	20.4%	-1.58%	19.1%	18.3%	-0.76%
Cash Incr/(Decr)	-\$4,406	-\$4,678	\$272	-\$915	-\$3,107	\$2,192

Comparison to Budget and Last Year:

(000's \$)	Year to Date						
	Sept/2020	Budget	B/(W)	B/(W) %	Last Year	B/(W)	B/(W) %
Operating Statistics							
Revenue	\$49,305	\$48,765	\$540	1.1%	\$42,883	\$6,422	15.0%
Oper/Mtce-Admin Expense	\$13,934	\$13,485	-\$449	-3.3%	\$12,464	-\$1,471	-11.8%
Net Income before taxes (NI)	\$4,811	\$4,720	\$91	1.9%	\$4,216	\$595	14.1%
Taxes (PILs)	\$1,153	\$1,251	\$98	7.8%	\$1,043	-\$110	-10.5%
Earnings before Interest, Taxes & Dep'n (EBITDA)	\$9,284	\$9,036	\$248	2.7%	\$8,180	\$1,104	13.5%
Dividends Paid	\$1,500	\$1,500	\$0	0.0%	\$1,500	\$0	0.0%
Debt balance	\$42,278	\$41,981	-\$297	-0.7%	\$43,830	\$1,552	3.5%
Financial Ratios (based on full year forecast)							
Operating Margin(EBIT/Revenue)	31.9%	32.9%		-3.2%	33.7%		-5.3%
Return on Equity	8.6%	8.0%		7.2%	9.3%		-7.4%
Debt ratio (ST & LT)	57.7%	54.5%		-5.9%	56.6%		-1.9%

Lakeland Holding Ltd.
Consolidating Balance Sheet w/ Eliminations
For the Nine Months Ending Wednesday, September 30, 2020

	Lakeland Holding	Lakeland Power	Bracebridge Generation	Lakeland Energy	Eliminations	Consolidated 2020 Actual	2019 Actual	2020 YTD Budget	2020 Full Yr Budget
ASSETS									
Current									
Cash and cash equivalents	\$4,909,460	\$2,251,360	\$1,464,161	\$242,110		\$8,867,092	\$13,370,873	\$8,049,896	\$9,838,976
Receivables	16,588	3,356,485	877,053	653,994		4,904,121	4,626,957	6,340,961	6,340,961
Intercompany Receivables	284,025	13,895	845,864	10,724	1,154,508				
Unbilled Revenue		3,864,964				3,864,964	3,232,174	4,705,388	4,705,388
Inventories		307,428		43,074		350,502	331,107	339,039	339,039
Prepays and Other Assets	42,694	227,318	118,796	126,785		515,593	492,161	751,043	751,043
PILs Recoverable	3,842	270,675	296,844	62,847		634,208	73,601	3,842	3,842
	5,256,609	10,292,125	3,602,718	1,139,534	1,154,508	19,136,480	22,126,873	20,190,169	21,979,249
Property, Plant & Equipment	301,518	34,353,086	52,100,959	21,313,462		108,069,024	98,564,102	105,745,321	106,734,655
Intangible assets	21,947	567,873	4,295,840	128,857		5,014,517	5,009,244	5,104,406	5,189,406
Goodwill		1,150,014		600,065		1,750,079	1,150,014	1,150,014	1,150,014
Regulatory Assets		671,131				671,131	70,393	176,001	176,001
Note Due From Intercompany	9,750,000				9,750,000				
Investment in Subsidiary	17,546,361				17,546,361				
Investment in Associated Company									
Future PIL tax assets		323,902				323,902	519,154	519,154	519,154
Deferred Gain - Interest Rate Swap									
	32,876,435	47,358,131	59,999,517	23,181,918	28,450,869	134,965,133	127,439,780	132,885,065	135,748,479
LIABILITIES AND EQUITY									
Current									
Bank Indebtedness									
Construction Loan									
Payables and accruals	323,629	5,777,030	1,247,771	1,180,492		8,528,922	6,229,249	8,327,651	8,327,651
Intercompany Payables	2,262	950,473	72,667	129,105	1,154,508				
Deferred Revenue				1,036,192		1,036,192	894,774	1,015,805	944,350
PILs Payable									
Current portion of lease obligation	66,090					66,090	66,090	66,090	66,090
Current portion of long-term debt			1,741,842			1,741,842	1,715,618	1,741,845	1,741,845
	391,981	6,727,503	3,062,280	2,345,789	1,154,508	11,373,046	8,905,731	11,151,391	11,079,936
Non-current Liabilities	50,419	116,073	205,394	1,199,291		1,571,177	327,108	401,177	401,177
Customer Deposits		368,502		3,000		371,502	248,930	278,995	278,995
Contributions in aid of construction		7,708,633	1,728,217	5,796,813		15,233,663	12,901,773	14,147,569	14,146,719
Regulatory Liabilities									
Deferred PIL Tax liabilities	-8,052		6,666,214	633,135		7,291,298	6,702,339	7,149,882	7,515,508
Long Term Lease Obligation	154,733					154,733	268,379	153,109	136,102
Long Term Bank Loan		18,186,387	22,349,765			40,536,152	42,295,977	40,239,224	40,239,224
Intercompany Note Payable				9,750,000	9,750,000				
Deferred Loss - Interest Rate Swap			141,212			141,212	116,101	141,212	141,212
	589,081	33,107,098	34,153,082	19,728,028	10,904,508	76,672,783	71,766,338	73,662,559	73,938,873
Shareholder's equity									
Retained Earnings	13,788,103	-18,180	22,870,646	3,232,329		39,872,895	37,218,689	40,822,106	43,409,207
Other Comprehensive Income	34,493	55,715	-131,321	-4,192		-45,305	-10,006	-64,361	-64,361
Paid-In capital	5,855,109	4,986,711			4,986,711	5,855,109	5,855,109	5,855,109	5,855,109
Common Stock	12,609,650	9,226,787	3,107,110	225,753	12,559,650	12,609,650	12,609,650	12,609,650	12,609,650
	32,287,355	14,251,033	25,846,435	3,453,890	17,546,361	58,292,349	55,673,442	59,222,504	61,809,605
	32,876,436	47,358,131	59,999,517	23,181,918	28,450,869	134,965,132	127,439,780	132,885,063	135,748,478



September 16, 2020

**MINISTRY OF MUNICIPAL
AFFAIRS AND HOUSING**
17th Floor, 777 Bay street
TORONTO, ON
M7A 2J3

ATTN: THE HON. STEVE CLARK

Dear Minister Clark:

At a special meeting of council held on August 24, 2020, members discussed concerns regarding the 2018 municipal election.

In the last six weeks of the 2018 municipal election in Wollaston Township, seasonal property owners presented signed leases with family members for sleeping cabins, bunkies and sheds. The \$100.00 leases added a significant number of new non-resident electors to the voters' list.

Although concerns were raised regarding the Township's Comprehensive Zoning By-law and non-use of the standard lease form, the leases were used as eligibility, allowing the children of seasonal property owners access to a Township election for the first time.

Because this gave the appearance of a pay to play campaign, and because the leases were with family members, and because no people actually lived in these structures that lacked hydro, running water and washroom facilities, this was reported to the OPP, who have a duty to enforce the rules and regulations of the *Municipal Elections Act*.

The OPP did not proceed with charges because they said there was no case law.

The following Motion was adopted:

MOTION NO.: 03
MOVED BY: TIM CONLIN
SECONDED BY: DARLENE COLTON

BE IT RESOLVED, that the Council of Wollaston Township ask Minister of Municipal Affairs and Housing, the Hon. Steve Clark, to review the *Municipal Elections Act* and provide amendments to ensure that loopholes are closed on any pay to play schemes in rural communities where non-resident electors are permitted to participate in elections so that \$100.00 leases do not turn into ballots for garden sheds.

AND BE IT FURTHER RESOLVED, that the County of Wollaston Township ask the Minister of Municipal Affairs and Housing, the Hon. Steve Clark, to review the Municipal Elections Act and provide amendments to provide clearer, stronger wording, to assist municipal Clerks in addressing issues to allow for a more definitive decision to be made when adding names to the voters' list.

AND BE IT FURTHER RESOLVED, that Council of Wollaston Township ask the Minister of Municipal Affairs and Housing, the Hon. Steve Clark, to ensure that there is a clear and accessible way to report election fraud.

AND BE IT FURTHER RESOLVED, that Council of Wollaston Township ask the Minister of Municipal Affairs and Housing, the Hon. Steve Clark, to ensure that the rules described in the Municipal Elections Act are actually enforceable even if there is not current case law.

AND BE IT FURTHER RESOLVED, that support for this resolution be sent to Premier Doug Ford, Daryl Kramp, M.P.P. for Hastings-Lennox and Addington, all Ontario Municipalities and the Association of Municipalities of Ontario.

CARRIED

Should you have any questions or concerns regarding the above, do not hesitate to contact me.

Sincerely,



BERNICE CROCKER
Clerk/Administrator

cc. Premier Doug Ford, Daryl Kramp, M.P.P. for Hastings-Lennox and Addington, AMO and all Ontario Municipalities.

October 9, 2020

Via Email

Honourable Doug Ford
Premier of Ontario
Legislative Building
Queen's Park
Toronto, ON 1A1

Dear Honourable Premier Doug Ford:

RE: Reform to the Municipal Insurance Policy

On behalf of the Council of the Corporation of the Township of Lake of Bays, please be advised that Council would like to express their concern and request a reform to the Municipal Insurance Policy.

As outlined in the Association of Municipalities of Ontario (AMO) report entitled, "[Towards a Reasonable Balance: Addressing Growing Municipal Liability and Insurance Costs](#)", dated October 1, 2019, joint and several liability creates a higher insurance cost for municipalities. Local municipalities within Muskoka have experienced a 20% increase in municipal liability for 2019 and are expecting at least 20% increase for 2020.

Throughout the Township of Lake of Bays, the area of concern is the Errors and Omissions for building code claims. There is a much higher value of newly built cottages/seasonal residences within Lake of Bays and it is populated by a commanding number of ratepayers who possess the financial means to sue and will endure the protracted legal process. The Township has a lower than average number of building claims, however a higher than average payout.

Please consider an amendment to Bill 124 to make it a requirement that the building contractor name be disclosed and that the contractor must provide proof of insurance, thus providing greater accountability and responsibility and ensuring that municipalities will not bear the burden alone.

...2

Page 2

Kindly review and consider the recommendations as outlined in the above-noted AMO report. Should you have any questions or concerns, please do not hesitate to contact the Municipal Office at 705-635-2272.

Sincerely,



Carrie Sykes, *Dipl. M.A., CMO, AOMC,*
Director of Corporate Services/Clerk.

CS/cw

Copy to: MP, Scott Aitchison
MPP, Norm Miller
Association of Municipalities of Ontario
Municipalities in Ontario



TOWNSHIP OF MACHAR
www.machartownship.net

October 19, 2020

MPP Norm Miller
26 James St
Parry Sound, ON
P2A 1T5

Via email: norm.miller@pc.ola.org

Dear Mr. Miller:

Re: Drive Test Centre in Sundridge Permanent Closure

The permanent closure of the Drive Test Centre in Sundridge has recently been brought to our attention. The Drive Test Centre in Sundridge is the only Drive Test Centre available locally to our residents. The permanent closure of the Sundridge Centre means our citizens will need to travel a significant distance to Parry Sound, Huntsville or North Bay for this service.

This is a great disservice to our residents. The number of people accessing the service in Sundridge support the need. Additionally, the lessons of Covid-19 have demonstrated the need for services locally to minimize transmission and limit overcrowding of public spaces. We request the Sundridge Drive Test Centre be re-opened immediately. We await your reply.

Yours truly,

Lynda Carleton

Mayor

c District of Parry Sound Municipalities
District of Parry Sound Municipal Association

Royal Canadian Legion
Magnetawan Branch 394
2130 Balsam Road
Dunchurch, Ontario
P2A 1G0



October 16, 2020

Mayor S Dunnett
Municipality of Magnetawan
4304 Highway 520
Magnetawan, Ontario
P0A 1P0

Dear Sir,

This letter is to set out the Branch plan for this year's Remembrance Services.

This year, the Remembrance Service needs to be different. There will be no Legion Church Service on Sunday, 8 November. Knox United Church has suspended their services. There will be no wreath laying ceremonies at the cenotaph in McKellar, Dunchurch or Magnetawan. This decision was taken by the membership after review of directions from Command, District and Zone as well as provincial health guidelines. This is to ensure the safety of our members and the general public.

We will be laying official wreaths at the Branch on Remembrance Day. The ceremony will not be open to the public to stay within the gathering limits of the Health Unit. We wish to invite you, or a representative, to take part in the ceremony and lay a wreath in honour of the veterans from your municipality. Following the service, you would be welcome to take your municipal wreath and place it on your own cenotaph. If you would like to have official wreaths displayed at your cenotaph, we can place them there for you. Official wreaths in this context are Canada, Ontario, Legion and Ladies Auxiliary. Any questions may be directed to Comrade Kelvin Hill, 705-389-1091. He is our Poppy Chair.

Yours in comradeship,

K. Hill
Poppy Chair

for Jeff Jones
President

MUNICIPALITY OF
MAGNETAWAN

OCT 21 2020

RECEIVED



Wednesday, October 21, 2020

To Whom it May Concern,

Re: Memorandum of Understanding for Health System Emergency Preparedness Support: Influenza Centres during COVID-19 pandemic

The Memorandum of Understanding (MOU) for Health System Emergency Preparedness Support: Influenza Centres was originally crafted on July 28, 2009 and revised September 15, 2015. In March 2020, the COVID-19 Pandemic was declared in Canada and many provinces declared a state of emergency. Since 2009, and subsequently after 2015, the Ontario provincial healthcare system has changed. Administrative and logistic control of Influenza Assessment and Treatment Centres, now called COVID-19 Testing Centres, have been transferred to Ontario Health under the Ministry of Health in COVID-19. The North Bay Parry Sound District Health Unit (Health Unit) continues to monitor volume and activity in the COVID-19 Testing Centres in a supportive role.

The Memorandum of Understanding (MOU) for Health System Emergency Preparedness Support: Influenza and Treatment Centres that was originally crafted on July 28, 2009 and revised September 15, 2015 is not applicable in the current COVID-19 environment.

The Health Unit continues to collaborate with all municipalities during all emergencies. Your continued support moving forward is encouraged and appreciated.

Regards,

Greg Rochon, RN, AEM, ABCP
Manager, Emergency Management

/sh

COMMUNITY FLU SHOT CLINIC

November 16

**Knox Presbyterian Church
28 Sparks St. Magnetawan**

3 p.m. - 5 p.m.

**COVID-19 precautions in place.
Call 1-800-563-2808 ext. 5377
to book an appointment.**

North Bay Parry Sound District

Health Unit



Bureau de santé

du district de North Bay-Parry Sound



Council Approval Accounts Payable and Payroll

Meeting Date: NOV 4/20

Accounts Payable

Batch # 103

Amount

\$ 5268.06

Cheque Date: OCT 20/20

Cheque Numbers

From: 21012 To: 21012

Batch # 104

\$ 445,977.90

Cheque Date: NOV 4/20

From: 21015 To: 21071

EFT

Batch # 105

\$ 12,012.99

Total Accounts Payable

\$ 463,258.95

Cancelled Cheques

021003 MERIDIAN FIELDS < 375.717
" INVOICE PAID TWICE "

462,883.25

Payroll

Staff Pay # 20

\$ 33,044.49

Pay Period: # SEP 20 - OCT 3/20

Direct deposit and

Cheque # 21010 to # 21011

Staff Pay # 21

\$ 32,978.37

Pay Period: # OCT 4 - 17/20

Direct deposit and

Cheque # 21013 to # 21014

Council Pay

Pay Period: #

All Direct deposit

\$ 0

Total Payroll

66,022.86

Total for Resolution

\$ 528,906.11

MUNICIPALITY OF MAGNETAWAN

Council/Board Report By Dept-(Computer)



AP5130

Page : 1

Date : Oct 29, 2020

Time : 1:40 pm

Vendor : 01010 To 27030

Batch : 102 To 105

Department : All

Cheque Print Date : 20-Oct-2020 To 04-Nov-2020

Bank : 1 To 1

Class : All

Vendor Invoice	Vendor Name Description				Batch Invc Date	Invc Due Date	Amount
G.L. Account	CC1	CC2	CC3	GL Account Name			
DEPARTMENT 1000 LIABILITIES							
02035 BRUCKNER RUDY ALBERT							
TAX PMT REFI	TAX PAYMENT REFUND				104 27-Oct-2020	04-Nov-2020	
1-2-1000-1090				Miscellaneous Clearing			1,065.00
03071 ROY W COOPER							
08100/08200	REFUND TAXES DUE TO OVER PAYMENT				104 07-Oct-2020	04-Nov-2020	
1-2-1000-1090				Miscellaneous Clearing			615.46
03135 JACK CROSSMAN							
REFUND	REFUND SECURITY DEPOSIT RE: DRIVEWAY ENTRANCE				104 20-Oct-2020	04-Nov-2020	
1-2-1000-1083				Entrance Security Deposits			500.00
04120 SAM DUNNETT							
MILEAGE OCT	MILEAGE FOR CAPB MEETING				104 21-Oct-2020	04-Nov-2020	
1-4-1000-2010				COUNCIL - Materials and Supplies			38.50
Department Totals :							2,218.96

DEPARTMENT 1100 ACCOUNTS RECEIVABLE							
13330 MHBC PLANNING LIMITED							
5020194	LITTLE CONSENT				104 29-Jul-2020	04-Nov-2020	
1-1-1100-1159				A/R-John Little			1,085.93
5020196	WESTBROOK CONSENT				104 29-Jul-2020	04-Nov-2020	
1-1-1100-1195				A/R-Westbrook			693.26
5020197	NOLL RONCADIN CONSENT				104 29-Jul-2020	04-Nov-2020	
1-1-1100-1175				A/R-C Noll			1,047.51
5020198	WIENS CONSENT REVIEW				104 29-Jul-2020	04-Nov-2020	
1-1-1100-1125				A/R-Wiens			494.94
5020607	OLNEY, 292 CLAYTON'S BAY TRIAL				104 30-Sep-2020	04-Nov-2020	
1-1-1100-1121				A/R-G Olney			1,670.71
5020608	REID & ZBLA - 537 ROCKY REEF ROAD				104 30-Sep-2020	04-Nov-2020	
1-1-1100-1199				A/R- D Reid			1,848.12
18035 RUSSELL							
62-283-370	STEEL CROWN SUBDIVISION ROAD ISSUE				104 16-Oct-2020	04-Nov-2020	
1-1-1100-1126				A/R-Steel Crown Corporation			2,790.67
23032 WHITE ELIZABETH							
DEPOSIT REF	REFUNDABLE DEPOSIT RE: CONDITIONAL PERMIT				104 26-Oct-2020	04-Nov-2020	
1-1-1100-1144				A/R- E White			10,000.00
Department Totals :							19,631.14

DEPARTMENT 1200 ADMINISTRATION							
02013 BELL MOBILITY							
519949447 OC	SEPTEMBER 2020 CELL CHARGES				104 09-Oct-2020	04-Nov-2020	
1-4-1200-2052				ADMIN - Cell Telephone			78.85
03130 CLARITY CONFERENCING INC.							
000014093020	OCT 14 - UNION NEGOTIATION				104 30-Sep-2020	04-Nov-2020	
1-4-1200-2220				ADMIN - Union negotiation /arbitration			3.85
13009 MAGNETAWAN GRILL AND GROC							
151081	TEA				104 13-Jul-2020	04-Nov-2020	
1-4-1200-2015				ADMIN - Office maintenance & supplies			6.29

MUNICIPALITY OF MAGNETAWAN

Council/Board Report By Dept-(Computer)



AP5130

Page : 2

Date : Oct 29, 2020

Time : 1:40 pm

Vendor : 01010 To 27030

Batch : 102 To 105

Department : All

Cheque Print Date : 20-Oct-2020 To 04-Nov-2020

Bank : 1 To 1

Class : All

Vendor Invoice	Vendor Name Description					Batch Invc Date	Invc Due Date	Amount
G.L. Account	CC1	CC2	CC3	GL Account Name				
DEPARTMENT 1200 ADMINISTRATION								
157482	TEA					104 12-Aug-2020	04-Nov-2020	
1-4-1200-2015				ADMIN - Office maintenance & supplies				12.58
160694	GREEN TEA					104 26-Aug-2020	04-Nov-2020	
1-4-1200-2015				ADMIN - Office maintenance & supplies				12.57
164255	COFFEE					104 30-Sep-2020	04-Nov-2020	
1-4-1200-2015				ADMIN - Office maintenance & supplies				17.98
166242	MILK & CREAM					104 16-Sep-2020	04-Nov-2020	
1-4-1200-2015				ADMIN - Office maintenance & supplies				6.88
13011	MAGNETAWAN BUILDING CENTRE (PARKS)							
104-52870	PLASTIC WRAP, ALUM FOIL, TOILET PAPER					104 19-Oct-2020	04-Nov-2020	
1-4-1200-2015				ADMIN - Office maintenance & supplies				33.83
13035	MATHEWS DINSDALE & CLARK LLP							
399791	UNION NEGOTIATION M.O.U AGREEMENT					104 30-Sep-2020	04-Nov-2020	
1-4-1200-2220				ADMIN - Union negotiation /arbitration				2,921.05
14093	NOVEXCO INC.							
403763014	KEYBOARD & FINGERS					104 15-Oct-2020	04-Nov-2020	
1-4-1200-2010				ADMIN - Office Supplies				102.48
19083	SELECTCOM							
0004884594	LONG DISTANCE CHARGES					104 10-Oct-2020	04-Nov-2020	
1-4-1200-2050				ADMIN - Telephone				257.98
23086	XEROX CANADA LTD							
85323928	ADMIN COPYING EXPENSES-OCT 1-31					104 01-Oct-2020	04-Nov-2020	
1-4-1200-2140				ADMIN - Copying Expenses				196.93
Department Totals :								3,651.27

DEPARTMENT 1300 TREASURY								
06003	NORTHERN NERDS							
0001230	GRANDSTREAM PHONE SYSTEM, PROGRAMMING AND TRAINING					102 20-Oct-2020	20-Oct-2020	
1-4-1300-2025				TREAS - Covid 19 Safe Restart Expenses				5,268.06
13009	MAGNETAWAN GRILL AND GROC							
154747	HAND SANITIZER & ICE					104 31-Jul-2020	04-Nov-2020	
1-4-1300-2025				TREAS - Covid 19 Safe Restart Expenses				8.59
13011	MAGNETAWAN BUILDING CENTRE (PARKS)							
104-52632	RECYCLING BAGS, SAFETY SHIELD					104 13-Oct-2020	04-Nov-2020	
1-4-1300-2025				TREAS - Covid 19 Safe Restart Expenses				56.92
13013	MAGNETAWAN BUILDING CENTRE (FIRE DEPT.)							
101-48881	CLEANING SUPPLIES					104 02-Oct-2020	04-Nov-2020	
1-4-1300-2025				TREAS - Covid 19 Safe Restart Expenses				14.20
16052	PCI OFFICE INTERIORS							
4500	MANUFACTURE AND INSTALL PROTECTIVE GLASS					104 26-Oct-2020	04-Nov-2020	
1-4-1300-2025				TREAS - Covid 19 Safe Restart Expenses				2,022.70
19055	STAPLES BUSINESS ADVANTAGE							
54406019	HEAVY DUTY STAPLER					104 08-Oct-2020	04-Nov-2020	
1-4-1300-2010				TREAS - Taxation Materials				80.67
54481017	SCANNER					104 19-Oct-2020	04-Nov-2020	
1-4-1300-2010				TREAS - Taxation Materials				145.15

MUNICIPALITY OF MAGNETAWAN
Council/Board Report By Dept-(Computer)



AP5130

Page : 3

Date : Oct 29, 2020

Time : 1:40 pm

Vendor : 01010 To 27030
 Batch : 102 To 105
 Department : All

Cheque Print Date : 20-Oct-2020 To 04-Nov-2020
 Bank : 1 To 1
 Class : All

Vendor Invoice	Vendor Name Description					Batch Invc Date	Invc Due Date	
G.L. Account	CC1	CC2	CC3	GL Account Name				Amount

DEPARTMENT 1300 TREASURY

54525774	POSTED STAMP					104 23-Oct-2020	04-Nov-2020	15.81
1-4-1300-2010				TREAS - Taxation Materials				
Department Totals :								7,612.10

DEPARTMENT 1400 OTHER ASSETS

03014	CANADIAN TODS LIMITED							
111832801	SIGNS/JAN1-DEC31/21					104 15-Oct-2020	04-Nov-2020	
1-1-1400-1250				Prepaid Expenses				983.10
111834377	TOD SIGNS/JAN1-DEC 31 2021					104 15-Oct-2020	04-Nov-2020	
1-1-1400-1250				Prepaid Expenses				904.00
111841136	TOD SIGNS/JAN1-DEC31 2021					104 15-Oct-2020	04-Nov-2020	
1-1-1400-1250				Prepaid Expenses				1,695.00
Department Totals :								3,582.10

DEPARTMENT 2000 FIRE DEPARTMENT

02013	BELL MOBILITY							
519949447 OC	SEPTEMBER 2020 CELL CHARGES					104 09-Oct-2020	04-Nov-2020	
1-4-2000-2052				FD - Cell Telephone				95.20
13013	MAGNETAWAN BUILDING CENTRE (FIRE DEPT.)							
101-48881	CLEANING SUPPLIES					104 02-Oct-2020	04-Nov-2020	
1-4-2000-2010				FD - Materials and Supplies				27.09
101-49774	BATTERIES					104 13-Oct-2020	04-Nov-2020	
1-4-2000-2018				FD - PPE & Fire Supplies				19.20
15050	HYDRO ONE NETWORKS							
200198935146	226 SIDERD 15 16 N					104 29-Sep-2020	04-Nov-2020	
1-4-2000-2029				FD - Hydro - 226 15th & 16th Side Rd N				16.84
20085	TRANS CANADA SAFETY							
17162	PPE GLOVES					104 21-Oct-2020	04-Nov-2020	
1-4-2000-2018				FD - PPE & Fire Supplies				519.80
Department Totals :								678.13

DEPARTMENT 2002 FIRE TRAINING

16019	TOWNSHIP OF PERRY							
2020-067	TRAINING DAY FOOD					104 01-Oct-2020	04-Nov-2020	
1-4-2002-2010				FT - Training expenses				14.54
Department Totals :								14.54

DEPARTMENT 2003 FIRE PREVENTION

07092	UNISYNC GROUP LIMITED							
100832	FIRE HALL UNIFORMS					104 16-Oct-2020	04-Nov-2020	
1-4-2003-2010				FP - Prevention materials & supplies				1,264.41
13013	MAGNETAWAN BUILDING CENTRE (FIRE DEPT.)							
101-49110	SCRWS AND WASHER					104 20-Oct-2020	04-Nov-2020	
1-4-2003-2010				FP - Prevention materials & supplies				34.92
103-64522	PUBLICED SIGN					104 05-Oct-2020	04-Nov-2020	
1-4-2003-2010				FP - Prevention materials & supplies				144.01

MUNICIPALITY OF MAGNETAWAN
Council/Board Report By Dept-(Computer)



AP5130

Page : 4

Date : Oct 29, 2020

Time : 1:40 pm

Vendor : 01010 To 27030

Batch : 102 To 105

Department : All

Cheque Print Date : 20-Oct-2020 To 04-Nov-2020

Bank : 1 To 1

Class : All

Vendor Invoice	Vendor Name Description					Batch Invc Date	Invc Due Date	Amount
G.L. Account	CC1	CC2	CC3	GL Account Name				

DEPARTMENT 2003 FIRE PREVENTION

Department Totals : 1,443.34

DEPARTMENT 2005 FIRE MAG STATION

13013 MAGNETAWAN BUILDING CENTRE (FIRE DEPT.)

101-50100	WHT PAINT & BRUSHES					104 16-Oct-2020	04-Nov-2020	
1-4-2005-7140				MAG STATION - Maintenance & Repairs				41.79

19083 SELECTCOM

0004884594	LONG DISTANCE CHARGES					104 10-Oct-2020	04-Nov-2020	
1-4-2005-2050				MAG STATION - Telephone				126.02

Department Totals : 167.81

DEPARTMENT 2006 FIRE AHMIC STATION

15050 HYDRO ONE NETWORKS

2001 9893 262	60 AHMIC ST					104 30-Sep-2020	04-Nov-2020	
1-4-2006-2030				AHMIC STATION - Hydro				104.82

Department Totals : 104.82

DEPARTMENT 2100 BUILDING DEPARTMENT

01035 AIRD & BERLIS LLP

49152-STATEN	FEE RE: INVOICE 49152					104 06-Oct-2020	04-Nov-2020	
1-4-2100-2210				CBO - Legal Fees				28.24

667888/HST	LEGAL FEE - HST MISSED ON IN 667888					104 22-Sep-2020	04-Nov-2020	
1-4-2100-2210				CBO - Legal Fees				420.55

679542	LEGAL SERVICES					104 06-Oct-2020	04-Nov-2020	
1-4-2100-2210				CBO - Legal Fees				42.39

11015 TOWN OF KEARNEY

JULY1-SEPT31	CBO WAGES AND SHARED EXPENSES - JULY 1 - SEPT 30 2020					104 09-Oct-2020	04-Nov-2020	
1-4-2100-1010				CBO - Wages and benefits				26,688.84

1-4-2100-1320				CBO - Memberships				131.08
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19083 SELECTCOM

0004884594	LONG DISTANCE CHARGES					104 10-Oct-2020	04-Nov-2020	
1-4-2100-2050				CBO - Telephone				42.44

Department Totals : 27,353.54

DEPARTMENT 2200 BYLAW ENFORCEMENT

04031 DEEVEY CAITLIN A

M000000260	BYLAW MILEAGE OCT 8-16/20					104 19-Oct-2020	04-Nov-2020	
1-4-2200-2010				BLEO - Materials/Supplies				125.75

13011 MAGNETAWAN BUILDING CENTRE (PARKS)

101-49983	TAPE MEASURE					104 15-Oct-2020	04-Nov-2020	
1-4-2200-2010				BLEO - Materials/Supplies				7.11

Department Totals : 132.86

DEPARTMENT 2600 COMMUNITY DEVELOPMENT

13094 MURPHY ERIN A

MUNICIPALITY OF MAGNETAWAN
Council/Board Report By Dept-(Computer)



AP5130

Page : 5

Date : Oct 29, 2020

Time : 1:40 pm

Vendor : 01010 To 27030

Batch : 102 To 105

Department : All

Cheque Print Date : 20-Oct-2020 To 04-Nov-2020

Bank : 1 To 1

Class : All

Vendor Invoice	Vendor Name Description					Batch Invc Date	Invc Due Date	Amount
G.L. Account	CC1	CC2	CC3	GL Account Name				

DEPARTMENT 2600 COMMUNITY DEVELOPMENT

049390	REIMBURSE HALLOWEEN CANDY FOR SCHOOL					104 20-Oct-2020	04-Nov-2020	
1-4-2600-2015	COM - Events							32.79
Department Totals :								32.79

DEPARTMENT 3011 BRIDGES & CULVERTS

19229 SUNBELT RENTALS

72495906-0006	EXCAVATOR					104 03-Oct-2020	04-Nov-2020	
1-4-3011-3015	A - Rented Equipment-Excavator							7,118.10
72547435-0006	PLATE TAMPER					104 21-Sep-2020	04-Nov-2020	
1-4-3011-3020	A - Rented Equipment-Other							1,214.66
Department Totals :								8,332.76

DEPARTMENT 3022 BRUSHING/TREE TRIMMING

13021 MAP SUNDRIDGE

681345/3	BUSHING & TREE TRIMMING					104 22-Oct-2020	04-Nov-2020	
1-4-3022-4010	B2 - Contract brushing							35.75
681351/3	BUSHING & TREE TRIMMING					104 21-Oct-2020	04-Nov-2020	
1-4-3022-4010	B2 - Contract brushing							106.11
14062	NEAR NORTH INDUSTRIAL SOLUTIONS							
70211	ROADS BRUSHING/TREE TRIMMING					104 09-Oct-2020	04-Nov-2020	
1-4-3022-4010	B2 - Contract brushing							41.20
23024	WEEKS CONSTRUCTION							
75015	FLOAT 325 HOE FROM ROAD TO ROAD					104 13-Oct-2020	04-Nov-2020	
1-4-3022-4010	B2 - Contract brushing							533.93
Department Totals :								716.99

DEPARTMENT 3023 DITCHING

19229 SUNBELT RENTALS

72495906-0007	EXCAVATOR					104 07-Oct-2020	04-Nov-2020	
1-4-3023-3015	B3 - Rented Equipment-Excavator							203.40
Department Totals :								203.40

DEPARTMENT 3031 COLD MIX PATCHING

19073 STRATAWORKS CANADA LTD.

20-ON.22.056	MIX					104 10-Oct-2020	04-Nov-2020	
1-4-3031-2010	C1 - Materials/Supplies							583.08
Department Totals :								583.08

DEPARTMENT 3041 GRAVEL PATCHING/WASHOUTS

03027 CARR AGGREGATES INC

3495	GRAVEL - PATCHING WASHOUTS					104 23-Sep-2020	04-Nov-2020	
1-4-3041-2010	D1 - Materials/Supplies							1,019.37
3504	GRAVEL - PATCHING WASHOUTS					104 23-Sep-2020	04-Nov-2020	
1-4-3041-2010	D1 - Materials/Supplies							985.45
3522	GRAVEL					104 24-Sep-2020	04-Nov-2020	

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Vendor Invoice	Vendor Name Description					Batch Invc Date	Invc Due Date	Amount
G.L. Account	CC1	CC2	CC3	GL Account Name				

DEPARTMENT 3041		GRAVEL PATCHING/WASHOUTS						
1-4-3041-2010				D1 - Materials/Supplies				657.69
3548	GRAVEL - PATCHING WASHOUTS				104	06-Oct-2020	04-Nov-2020	
1-4-3041-2010				D1 - Materials/Supplies				749.67
3552	GRAVEL - PATCHING WASHOUTS				104	05-Oct-2020	04-Nov-2020	
1-4-3041-2010				D1 - Materials/Supplies				2,207.00
3664	GRAVEL - PATCHING WASHOUTS				104	13-Oct-2020	04-Nov-2020	
1-4-3041-2010				D1 - Materials/Supplies				179.81
3689	GRAVEL - PATCHING WASHOUTS				104	15-Oct-2020	04-Nov-2020	
1-4-3041-2010				D1 - Materials/Supplies				2,828.28
3705	GRAVEL - PATCHING WASHOUTS				104	16-Oct-2020	04-Nov-2020	
1-4-3041-2010				D1 - Materials/Supplies				194.45
3745	GRAVEL				104	20-Oct-2020	04-Nov-2020	
1-4-3041-2010				D1 - Materials/Supplies				388.75
3766	GRAVEL - PATCHING WASHOUTS				104	19-Oct-2020	04-Nov-2020	
1-4-3041-2010				D1 - Materials/Supplies				380.32
Department Totals :								9,590.79

DEPARTMENT 3042		GRADING						
10007	SCOTT JOHNSTON							
14	HIRED GRADER-SEP18,21-25-OCT5,6,8,9,14				104	19-Oct-2020	04-Nov-2020	
1-4-3042-4010				D2 - Contracts				11,511.88
Department Totals :								11,511.88

DEPARTMENT 3045		GRAVEL						
06050	FOWLER CONSTRUCTION COMPANY							
40636	GRAVEL				104	30-Sep-2020	04-Nov-2020	
1-4-3045-2010				D5 - Materials/Supplies				6,477.90
19229	SUNBELT RENTALS							
72578137-0005	ROLLER CAB				104	21-Sep-2020	04-Nov-2020	
1-4-3045-3015				D5 - Equipment Rental-Other				2,525.78
Department Totals :								9,003.68

DEPARTMENT 3061		SAFETY DEVICES						
11010	KIDD'S HOME HARDWARE BUILDING CENTRE							
2836274	RADIOS FOR FLAGGING				104	21-Oct-2020	04-Nov-2020	
1-4-3061-3040				F - Roadside Safety				190.38
12030	LLOYD BARRY							
SJ-25	LABOUR AND SERVICE CALLS-ELECTRICAL				104	08-Oct-2020	04-Nov-2020	
1-4-3061-2350				F - Signage				678.00
Department Totals :								868.38

DEPARTMENT 3101		OVERHEAD						
02013	BELL MOBILITY							
519949447 OC	SEPTEMBER 2020 CELL CHARGES				104	09-Oct-2020	04-Nov-2020	
1-4-3101-2052				J - Cell Telephone				152.26
13009	MAGNETAWAN GRILL AND GROC							

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Vendor Invoice	Vendor Name Description					Batch Invc Date	Inv Due Date	Amount
G.L. Account	CC1	CC2	CC3	GL Account Name				
DEPARTMENT 3101		OVERHEAD						
150389				COFFEE, MILK & CREAM		104 09-Jul-2020	04-Nov-2020	
1-4-3101-2120				J - Office				23.86
152696				COFFEE CREAM		104 21-Jul-2020	04-Nov-2020	
1-4-3101-2120				J - Office				8.38
155888				COFFEE & CREAM		104 04-Aug-2020	04-Nov-2020	
1-4-3101-2120				J - Office				20.37
164242				COFFEE & CREAM		104 15-Sep-2020	04-Nov-2020	
1-4-3101-2120				J - Office				25.36
339446				MILK & CREAM		104 24-Jun-2020	04-Nov-2020	
1-4-3101-2120				J - Office				11.67
13012				MAGNETAWAN BUILDING CENTRE (ROADS)				
101-49989				COUNTER DUSTER AND 24 CASE OF WATER		104 15-Oct-2020	04-Nov-2020	
1-4-3101-2120				J - Office				43.84
101-50460				SMALL TOOLS-DRILL BIT		104 21-Oct-2020	04-Nov-2020	
1-4-3101-2080				J - Small Tools and Supplies				15.81
13240				JIM MOORE PETROLEUM				
3238				ROADS		104 18-Sep-2020	04-Nov-2020	
1-4-3101-2010				J - Materials/Supplies				291.22
54369				LOW SULPHUR CLEAR DIESEL		104 16-Oct-2020	04-Nov-2020	
1-4-3101-2022				J - Clear Diesel Inventory Clearing				852.68
553095				CLEAR DIESEL		104 25-Sep-2020	04-Nov-2020	
1-4-3101-2022				J - Clear Diesel Inventory Clearing				642.45
553096				DYED DIESEEL		104 25-Sep-2020	04-Nov-2020	
1-4-3101-2023				J - Dyed Diesel Inventory Clearing				1,150.13
553532				CLEAR DIESEL		104 02-Oct-2020	04-Nov-2020	
1-4-3101-2022				J - Clear Diesel Inventory Clearing				355.31
553534				DYED DIESEL		104 02-Oct-2020	04-Nov-2020	
1-4-3101-2023				J - Dyed Diesel Inventory Clearing				1,101.91
553772				PREMIUM GASOLINE		104 06-Oct-2020	04-Nov-2020	
1-4-3101-2021				J - Premium Gasoline Inventory Clearing				1,041.53
553952				CLEAR DIESEL		104 08-Oct-2020	04-Nov-2020	
1-4-3101-2022				J - Clear Diesel Inventory Clearing				713.89
553953				DYED DIESEL		104 08-Oct-2020	04-Nov-2020	
1-4-3101-2023				J - Dyed Diesel Inventory Clearing				415.53
554370				PREMIUM GAS		104 16-Oct-2020	04-Nov-2020	
1-4-3101-2021				J - Premium Gasoline Inventory Clearing				595.39
554371				DYED DIESEL		104 16-Oct-2020	04-Nov-2020	
1-4-3101-2023				J - Dyed Diesel Inventory Clearing				989.45
18008				RED STALLION				
257161				ROADS-CLEANER AND SUPPLIES		104 06-Oct-2020	04-Nov-2020	
1-4-3101-2010				J - Materials/Supplies				291.25
19055				STAPLES BUSINESS ADVANTAGE				
54365589				ROADS - OFFICE SUPPLIES		104 05-Oct-2020	04-Nov-2020	
1-4-3101-2120				J - Office				45.18
19083				SELECTCOM				
0004884594				LONG DISTANCE CHARGES		104 10-Oct-2020	04-Nov-2020	
1-4-3101-2050				J - Telephone				54.64

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DEPARTMENT 3101 OVERHEAD

Department Totals : 8,842.11

DEPARTMENT 3217 BACK HOE #4 - 2012 JOHN DEERE 410J

01033 AGRICULTURE FORESTRY CONSTRUCTION INC

1228 INSTALL FAN & A/C BELT, HDY LINES

1-4-3217-2070 BH4 - Repairs

104 02-Oct-2020 04-Nov-2020

515.57

Department Totals : 515.57

DEPARTMENT 3222 TRUCK #22 - 2016 FREIGHTLINER TANDEM

19008 SDB TRUCK & EQUIPMENT REPAIRS

11538 ROADS-TRUCK #22 MONTHLY INSPECTION

1-4-3222-2070 TR22 - Repairs

104 25-Sep-2020 04-Nov-2020

169.50

Department Totals : 169.50

DEPARTMENT 3224 TRUCK #24 - 2012 INTERNATIONAL TANDEM

19008 SDB TRUCK & EQUIPMENT REPAIRS

11540 ROADS-TRUCK #24 MONTHLY INSPECTION

1-4-3224-2070 TR24 - Repairs

104 25-Sep-2020 04-Nov-2020

169.50

Department Totals : 169.50

DEPARTMENT 3227 TRUCK #27 - 2014 FREIGHTLINER TANDEM

14062 NEAR NORTH INDUSTRIAL SOLUTIONS

70380 TRUCK #27

1-4-3227-2070 TR27 - Repairs

104 20-Oct-2020 04-Nov-2020

57.81

19008 SDB TRUCK & EQUIPMENT REPAIRS

11539 ROADS - TRUCK #27 MONTHLY INSPECTION

1-4-3227-2070 TR27 - Repairs

104 25-Sep-2020 04-Nov-2020

282.50

Department Totals : 340.31

DEPARTMENT 3229 TRUCK #29 - 2019 WESTERN STAR

19008 SDB TRUCK & EQUIPMENT REPAIRS

11541 ROADS TRUCK #29 - SAFTY INSPECTION

1-4-3229-2070 TR29 - Repairs

104 25-Sep-2020 04-Nov-2020

169.50

Department Totals : 169.50

DEPARTMENT 3700 PARKING LOT

14078 NORTHERN DISPOSAL & SANITATION

21670 RENTAL (OCT 1 - OCT 16)

1-4-3700-2010 PARKING - Materials and Supplies

104 17-Oct-2020 04-Nov-2020

81.65

Department Totals : 81.65

DEPARTMENT 3800 STREETLIGHTS

15050 HYDRO ONE NETWORKS

2000 2971 308 HWY 124, AHMIC HARBOUR

1-4-3800-5014

104 02-Oct-2020 04-Nov-2020

49.73

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Vendor Invoice	Vendor Name Description					Batch Invc Date	Invc Due Date	
G.L. Account	CC1	CC2	CC3	GL Account Name				Amount

DEPARTMENT 3800 STREETLIGHTS

2001 2639 318 14 CONCESSION LOT 18						104 06-Oct-2020	04-Nov-2020	
1-4-3800-5016				STREET - Rockwynn Landing Light				32.05
Department Totals :								81.78

DEPARTMENT 4020 LANDFILL

02013 BELL MOBILITY

519949447 OC SEPTEMBER 2020 CELL CHARGES						104 09-Oct-2020	04-Nov-2020	
1-4-4020-2052				LF - Cell Telephone				59.14

13009 MAGNETAWAN GRILL AND GROC

153063 ICE						104 23-Jul-2020	04-Nov-2020	
1-4-4020-2010				LF - Materials/Supplies				6.00

336732 ICE						104 03-Jun-2020	04-Nov-2020	
1-4-4020-2010				LF - Materials/Supplies				3.00

340563 ICE						104 30-Jun-2020	04-Nov-2020	
1-4-4020-2010				LF - Materials/Supplies				6.00

19145 SIGNCRAFT CANADA INC.

651 SIGN PATCHES FOR PRICE CHANGES AT LANDFILL SITES						104 02-Jun-2020	04-Nov-2020	
1-4-4020-2010				LF - Materials/Supplies				19.78

23024 WEEKS CONSTRUCTION

74856 FLOAT PACKER FROM LANDFILL TO LANDFILL						104 06-Oct-2020	04-Nov-2020	
1-4-4020-4010				LF - Contracts				569.52

Department Totals : 663.44

DEPARTMENT 4030 RECYCLING

01015 ADAMS BROS. CONSTRUCTION LTD.

137397 OCT22-NOV19 / TOILET RENTAL AT LANDFILL						104 22-Oct-2020	04-Nov-2020	
1-4-4030-2015				RECY - Latrine Rentals/Cleaning				339.00

02013 BELL MOBILITY

519949447 OC SEPTEMBER 2020 CELL CHARGES						104 09-Oct-2020	04-Nov-2020	
1-4-4030-2052				RECY - Cell Telephone				42.94

02076 BRENDAR ENVIRONMENTAL INC

20200203 HAZMAT DAY-OCT3						104 15-Oct-2020	04-Nov-2020	
1-4-4030-4018				RECY - Household Hazardous Waste Depot				13,201.01

19145 SIGNCRAFT CANADA INC.

651 SIGN PATCHES FOR PRICE CHANGES AT LANDFILL SITES						104 02-Jun-2020	04-Nov-2020	
1-4-4030-2010				RECY - Materials/Supplies				19.77

Department Totals : 13,602.72

DEPARTMENT 4300 WATER SYSTEMS

13011 MAGNETAWAN BUILDING CENTRE (PARKS)

104-53143 SALT, SOFTENER						104 26-Oct-2020	04-Nov-2020	
1-4-4300-2010				W-SYS - Materials/Supplies				63.20

Department Totals : 63.20

DEPARTMENT 6350

BUILDING - 4855 HWY 520

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G.L. Account	CC1	CC2	CC3	GL Account Name				Amount

DEPARTMENT 6350 BUILDING - 4855 HWY 520

13330 MHBC PLANNING LIMITED

5020193 4855 HWY 520 ENTRANCE PERMIT

104 29-Jul-2020 04-Nov-2020

1-4-6350-4030 BUILDING - Planning

446.35

Department Totals : 446.35

DEPARTMENT 6400 HEALTH SERVICES

14085 NORTH BAY PARRY SOUND DISTRICT HEALTH UNIT

NOVEMBER 21 HEALTH UNIT LEVY NOVEMBER 2020

104 01-Nov-2020 04-Nov-2020

1-4-6400-2010 HEALTH - Health Unit

3,799.08

OCTOBER 202 HEALTH UNIT LEVY OCTOBER 2020

104 01-Oct-2020 04-Nov-2020

1-4-6400-2010 HEALTH - Health Unit

3,799.08

16048 TOWN OF PARRY SOUND

NOVEMBER 21 NOVEMBER 2020 LEVY LAND AMBULANCE

104 01-Nov-2020 04-Nov-2020

1-4-6400-2020 HEALTH - Land Ambulance

17,124.61

OCTOBER 202 OCTOBER 2020 LEVY LAND AMBULANCE

104 01-Oct-2020 04-Nov-2020

1-4-6400-2020 HEALTH - Land Ambulance

17,124.61

Department Totals : 41,847.38

DEPARTMENT 7100 WHARFS

14078 NORTHERN DISPOSAL & SANITATION

21673 RENTAL (OCT 1 - OCT 16)

104 17-Oct-2020 04-Nov-2020

1-4-7100-2010 WHARFS - Materials and Supplies

81.65

Department Totals : 81.65

DEPARTMENT 7200 PARKS

02071 BEATTY PRINTING

47748 STENCILS FOR MUNICIPAL PICNIC TABLES

104 29-Sep-2020 04-Nov-2020

1-4-7200-2010 PARKS - Materials/Supplies

84.75

12030 LLOYD BARRY

SJ-25 LABOUR AND SERVICE CALLS-ELECTRICAL

104 08-Oct-2020 04-Nov-2020

1-4-7200-2400 PARKS - Repairs & Maintenance

90.40

13009 MAGNETAWAN GRILL AND GROC

154309 FRUIT JUICE

104 29-Jul-2020 04-Nov-2020

1-4-7200-2015 PARKS - Vandalism

8.28

13011 MAGNETAWAN BUILDING CENTRE (PARKS)

101-49194 HAMMER

104 06-Oct-2020 04-Nov-2020

1-4-7200-2010 PARKS - Materials/Supplies

13.21

103-64662 SUPPLIES

104 07-Oct-2020 04-Nov-2020

1-4-7200-2400 PARKS - Repairs & Maintenance

2.73

103-64759 ICE MELT, FAST ACTING

104 09-Oct-2020 04-Nov-2020

1-4-7200-2010 PARKS - Materials/Supplies

274.42

103-65144 SNOW PUSHER

104 15-Oct-2020 04-Nov-2020

1-4-7200-2010 PARKS - Materials/Supplies

67.09

14078 NORTHERN DISPOSAL & SANITATION

21671 RENTAL (OCT 01 - OCT 16)

104 17-Oct-2020 04-Nov-2020

1-4-7200-2400 PARKS - Repairs & Maintenance

163.31

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G.L. Account	CC1	CC2	CC3	GL Account Name				Amount

DEPARTMENT 7200 PARKS

Department Totals : 704.19

DEPARTMENT 7205 PARKS OVERHEAD

02013 BELL MOBILITY

519949447 OC SEPTEMBER 2020 CELL CHARGES

1-4-7205-2052 P - Cell Telephone 104 09-Oct-2020 04-Nov-2020 37.83

13009 MAGNETAWAN GRILL AND GROC

154310 POP & WATER

1-4-7205-2020 P - Safety & Health 104 29-Jul-2020 04-Nov-2020 21.05

19043 SILVER SCREEN PRINTING

1359 HOODIES/PRINTS

1-4-7205-2020 P - Safety & Health 104 09-Oct-2020 04-Nov-2020 408.70

19083 SELECTCOM

0004884594 LONG DISTANCE CHARGES

1-4-7205-2050 P - Telephone 104 10-Oct-2020 04-Nov-2020 41.10

Department Totals : 508.68

DEPARTMENT 7213 PARKS TRACTOR #2 - JOHN DEERE 2720

13021 MAP SUNDRIDGE

681398/3 PART FOR SANDER

1-4-7213-2070 TRACTOR 2 - Repairs 104 22-Oct-2020 04-Nov-2020 33.70

Department Totals : 33.70

DEPARTMENT 7219 PARKS TRUCK #13

02037 BRAY MOTORS LIMITED

943 TIRE STORAGE

1-4-7219-2070 TR13 - Repairs 104 27-Oct-2020 04-Nov-2020 109.05

Department Totals : 109.05

DEPARTMENT 7300 COMMUNITY CENTRE AND PAVILION

12030 LLOYD BARRY

SJ-25 LABOUR AND SERVICE CALLS-ELECTRICAL

1-4-7300-2400 HALL - Repairs & Maintenance 104 08-Oct-2020 04-Nov-2020 90.40

13011 MAGNETAWAN BUILDING CENTRE (PARKS)

101-49284 HAND DRYER FOR LADIES BATHROOM

1-4-7300-2400 HALL - Repairs & Maintenance 104 07-Oct-2020 04-Nov-2020 427.13

104-52632 RECYCLING BAGS, SAFETY SHIELD

1-4-7300-2010 HALL - Materials/Supplies 104 13-Oct-2020 04-Nov-2020 45.44

104-53142 PAPER TOWEL/CLEANER

1-4-7300-2010 HALL - Materials/Supplies 104 26-Oct-2020 04-Nov-2020 134.12

13242 MOORE PROPANE LIMITED

10004078 PROPANE-HALL

1-4-7300-2024 HALL - Heating Fuel 104 08-Oct-2020 04-Nov-2020 394.04

15068 ORKIN CANADA CORPORATION

2211979 PEST CONTROL/WASHROOM CARE

104 20-Oct-2020 04-Nov-2020

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Vendor Invoice	Vendor Name Description					Batch Invc Date	Invc Due Date	Amount
G.L. Account	CC1	CC2	CC3	GL Account Name				
DEPARTMENT 7300				COMMUNITY CENTRE AND PAVILION				
1-4-7300-2030				HALL - Hydro/Stove Propane				240.13
19083	SELECTCOM							
0004884594	LONG DISTANCE CHARGES					104 10-Oct-2020	04-Nov-2020	
1-4-7300-2050				HALL - Telephone				41.39
Department Totals :								1,372.65

DEPARTMENT 7500				LOCKS				
13009	MAGNETAWAN GRILL AND GROC							
153336	ICE					104 24-Jul-2020	04-Nov-2020	
1-4-7500-2010				LOCKS - Materials and Supplies				6.00
154200	ICE					104 28-Jul-2020	04-Nov-2020	
1-4-7500-2010				LOCKS - Materials and Supplies				6.00
154747	HAND SANITIZER & ICE					104 31-Jul-2020	04-Nov-2020	
1-4-7500-2010				LOCKS - Materials and Supplies				3.00
157826	GLAD CLING WRAP & ICE					104 13-Aug-2020	04-Nov-2020	
1-4-7500-2010				LOCKS - Materials and Supplies				6.04
14078	NORTHERN DISPOSAL & SANITATION							
21672	RENTAL (OCT 1 - OCT 16)					104 17-Oct-2020	04-Nov-2020	
1-4-7500-2010				LOCKS - Materials and Supplies				81.65
Department Totals :								102.69

DEPARTMENT 7700				AHMIC COMMUNITY CENTRE				
19083	SELECTCOM							
0004884594	LONG DISTANCE CHARGES					104 10-Oct-2020	04-Nov-2020	
1-4-7700-2050				AHMIC - Telephone				41.10
Department Totals :								41.10

DEPARTMENT 8010				PLANNING & DEVELOPMENT				
13330	MHBC PLANNING LIMITED							
5020195	PLANNING GENERAL - CAMP KLAHANIE					104 29-Jul-2020	04-Nov-2020	
1-4-8010-5014				PLN - General				826.03
5020606	SECOND UNITS GENERAL PLANNING					104 30-Sep-2020	04-Nov-2020	
1-4-8010-5014				PLN - General				1,458.94
5020609	ZHANG POTENTIAL					104 30-Sep-2020	04-Nov-2020	
1-4-8010-5014				PLN - General				264.42
Department Totals :								2,549.39

DEPARTMENT 8300				REQUISITIONS				
03300	CONSEIL SCOLAIRE CATHOLIQUE FRANCO-NORD							
NOV 4	EDUCATION LEVY					104 04-Nov-2020	04-Nov-2020	
1-4-8300-6130				FS School Requisition				2,355.11
12025	CONSEIL SCOLAIRE PUBLIC DU NORD-EST DE L'ONTARIO							
NOV 4	EDUCATION LEVY					104 04-Nov-2020	04-Nov-2020	
1-4-8300-6110				FP School Requisition				1,774.13
14030	NIPissing-PARRY SOUND CATHOLIC DISTRICT SCHOOL							
NOV 5	EDUCATION LEVY					104 04-Nov-2020	04-Nov-2020	

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Vendor Invoice	Vendor Name Description					Batch	Inv Date	Inv Due Date	Amount
G.L. Account	CC1	CC2	CC3	GL Account Name					
DEPARTMENT 8300				REQUISITIONS					
1-4-8300-6120				ES School Requisition					3,788.41
14066				NEAR NORTH DISTRICT SCHOOL BOARD					
NOVEMBER 21 EDUCATION LEVY						104	04-Nov-2020	04-Nov-2020	
1-4-8300-6100				EP School Requisition					263,397.84
Department Totals :									271,315.49

Computer Paid Total : 451,245.96

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Vendor Code Invoice No.	Vendor Name Description					Batch	Inv Date	Inv Due Date	Amount
G.L. Account	CC1	CC2	CC3	GL Account Name					
DEPARTMENT 1000				LIABILITIES					
07068				GREEN SHIELD CANADA EFT					
10088473				GREEN SHIELD GROUP BENEFIT PREMIUM		105	01-Oct-2020	31-Oct-2020	
1-2-1000-1055				Benefits Payable - librarian					352.73
13023				MANULIFE FINANCIAL EFT					
OCTOBER 2021 MANULIFE GROUP BENEFIT PREMIUM						105	01-Oct-2020	31-Oct-2020	
1-2-1000-1050				Benefits Payable					1,012.91
1-2-1000-1055				Benefits Payable - librarian					115.24
18089				ROYAL BANK VISA EFT					
268044980				LOGMEIN - GO TO MEETING		105	01-Oct-2020	31-Oct-2020	
1-4-1000-2010				COUNCIL - Materials and Supplies					29.38
Department Totals :									1,510.26

DEPARTMENT 1200 ADMINISTRATION

07068				GREEN SHIELD CANADA EFT					
10088473				GREEN SHIELD GROUP BENEFIT PREMIUM		105	01-Oct-2020	31-Oct-2020	
1-4-1200-1010				ADMIN - Wages and benefits					1,415.68
13023				MANULIFE FINANCIAL EFT					
OCTOBER 2021 MANULIFE GROUP BENEFIT PREMIUM						105	01-Oct-2020	31-Oct-2020	
1-4-1200-1010				ADMIN - Wages and benefits					684.46
Department Totals :									2,100.14

DEPARTMENT 1300 TREASURY

07068				GREEN SHIELD CANADA EFT					
10088473-CREI GREEN SHIELD GROUP BENEFIT - CREDIT						105	01-Oct-2020	31-Oct-2020	
1-4-1300-1010				TREAS - Wages and benefits					-349.74
13023				MANULIFE FINANCIAL EFT					

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Vendor : 01010 To 27030

Batch : 102 To 105

Department : All

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Bank : 1 To 1

Class : All

Vendor Code	Vendor Name								
Invoice No.	Description					Batch	Inv Date	Inv Due Date	Amount
G.L. Account	CC1	CC2	CC3	GL Account Name					
DEPARTMENT 1300				TREASURY					
OCTOBER 2020	MANULIFE GROUP BENEFIT PREMIUM					105	01-Oct-2020	31-Oct-2020	
1-4-1300-1010				TREAS - Wages and benefits					25.95
18088	ROYAL BANK VISA EFT								
29249	SANDS CANADA - COVERME GOWN					105	02-Oct-2020	31-Oct-2020	
1-4-1300-2025				TREAS - Covid 19 Safe Restart Expenses					163.45
Department Totals :									-160.34

DEPARTMENT 2000				FIRE DEPARTMENT					
07068	GREEN SHIELD CANADA EFT								
10088473	GREEN SHIELD GROUP BENEFIT PREMIUM					105	01-Oct-2020	31-Oct-2020	
1-4-2000-1010				FD - Wages & Benefits-Fire Chief					353.68
13023	MANULIFE FINANCIAL EFT								
OCTOBER 2020	MANULIFE GROUP BENEFIT PREMIUM					105	01-Oct-2020	31-Oct-2020	
1-4-2000-1010				FD - Wages & Benefits-Fire Chief					169.46
Department Totals :									523.14

DEPARTMENT 2002				FIRE TRAINING					
18088	ROYAL BANK VISA EFT								
77114	PSHSA - WORKING AT HEIGHTS CLASSROOM TRAINING					105	30-Sep-2020	31-Oct-2020	
1-4-2002-2010				FT - Training expenses					186.45
Department Totals :									186.45

DEPARTMENT 2005				FIRE MAG STATION					
12045	LAKELAND POWER - EFT								
072642-00	OCT FIRE HALL-81 ALBERT STREET					105	17-Oct-2020	31-Oct-2020	
1-4-2005-2030				MAG STATION - Hydro					98.12
Department Totals :									98.12

DEPARTMENT 2600				COMMUNITY DEVELOPMENT					
07068	GREEN SHIELD CANADA EFT								
10088473	GREEN SHIELD GROUP BENEFIT PREMIUM					105	01-Oct-2020	31-Oct-2020	
1-4-2600-1010				COM - Wages and benefits					145.81
13023	MANULIFE FINANCIAL EFT								
OCTOBER 2020	MANULIFE GROUP BENEFIT PREMIUM					105	01-Oct-2020	31-Oct-2020	
1-4-2600-1010				COM - Wages and benefits					504.33
Department Totals :									650.14

DEPARTMENT 3061				SAFETY DEVICES					
18083	ROYAL BANK VISA EFT								
20102100004	PUBLICATION ONTARIO-ONTARIO TRAFFIC MANUALS					105	21-Oct-2020	31-Oct-2020	
1-4-3061-3040				F - Roadside Safety					80.41
Department Totals :									80.41

DEPARTMENT 3101				OVERHEAD					
07068	GREEN SHIELD CANADA EFT								

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Class : All

Vendor Code	Vendor Name								
Invoice No.	Description					Batch	Inv Date	Inv Due Date	
G.L. Account	CC1	CC2	CC3	GL Account Name					Amount
DEPARTMENT 3101	OVERHEAD								
10088473	GREEN SHIELD GROUP BENEFIT PREMIUM					105	01-Oct-2020	31-Oct-2020	
1-4-3101-1010	J - Wages and benefits								1,768.08
13023	MANULIFE FINANCIAL EFT								
OCTOBER 2020	MANULIFE GROUP BENEFIT PREMIUM					105	01-Oct-2020	31-Oct-2020	
1-4-3101-1010	J - Wages and benefits								799.94
Department Totals :									2,568.02

DEPARTMENT 3800		STREETLIGHTS			
12045		LAKELAND POWER - EFT			
073239-00	OCT VILLAGE STREET LIGHTING / OCT	105	17-Oct-2020	31-Oct-2020	
1-4-3800-5012	STREET - Magnetawan Street Lights				752.80
077271-00	OCT SPARKS STREET LIGHTING	105	17-Oct-2020	31-Oct-2020	
1-4-3800-5012	STREET - Magnetawan Street Lights				101.79
Department Totals :					854.59

DEPARTMENT 4020		LANDFILL						
07068	GREEN SHIELD CANADA EFT							
10088473	GREEN SHIELD GROUP BENEFIT PREMIUM			105	01-Oct-2020	31-Oct-2020		
1-4-4020-1010	LF - Wages and benefits							291.48
13023	MANULIFE FINANCIAL EFT							
OCTOBER 2020	MANULIFE GROUP BENEFIT PREMIUM			105	01-Oct-2020	31-Oct-2020		
1-4-4020-1010	LF - Wages and benefits							221.24
18083	ROYAL BANK VISA EFT							
JULY1-SEPT30	BELL MOBILITY			105	02-Oct-2020	31-Oct-2020		
1-4-4020-2420	LF - Landfill Surveillance							185.34
Department Totals :								698.06

DEPARTMENT 4030		RECYCLING			
18083	ROYAL BANK VISA EFT				
JULY1-SEPT30	BELL MOBILITY		105	02-Oct-2020	31-Oct-2020
1-4-4030-2420	RECY - Landfill Surveillance				185.33
			Department Totals :		185.33

DEPARTMENT 6300		BUILDING - 28 CHURCH ST RENTAL			
12045	LAKELAND POWER - EFT				
072641-00 OCT 28 CHURCH STREET/OCT		105	17-Oct-2020	31-Oct-2020	
1-4-6300-2030		RENTAL - Hydro			110.17
Department Totals :					110.17

DEPARTMENT 7200	PARKS								
07068	GREEN SHIELD CANADA EFT								
10088473	GREEN SHIELD GROUP BENEFIT PREMIUM					105	01-Oct-2020	31-Oct-2020	
1-4-7200-1010	PARKS - Wages and benefits								1,059.23
13023	MANULIFE FINANCIAL EFT								
OCTOBER 2020	MANULIFE GROUP BENEFIT PREMIUM					105	01-Oct-2020	31-Oct-2020	
1-4-7200-1010	PARKS - Wages and benefits								298.98

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Vendor Code	Vendor Name	Invoice No.	Description	Batch	Inv Date	Inv Due Date	Amount
G.L. Account	CC1	CC2	CC3	GL Account Name			

DEPARTMENT 7200 PARKS

Department Totals : 1,358.21

DEPARTMENT 7205 PARKS OVERHEAD

12045 LAKELAND POWER - EFT

076283-00 OCT PARK HYDRO					105	17-Oct-2020	31-Oct-2020	
1-4-7205-2030				P - Hydro				100.02

076598-00 OCT 61 SPARKS ST- PUBLIC UTILITY BUILDING					105	17-Oct-2020	31-Oct-2020	
1-4-7205-2030				P - Hydro				42.42

Department Totals : 142.44

DEPARTMENT 7300 COMMUNITY CENTRE AND PAVILION

12045 LAKELAND POWER - EFT

073252-00 OCT MCC & PAVILION HYDRO					105	17-Oct-2020	31-Oct-2020	
1-4-7300-2030				HALL - Hydro/Stove Propane				1,010.95

Department Totals : 1,010.95

DEPARTMENT 7600 HERITAGE CENTRE

12045 LAKELAND POWER - EFT

072693-00 OCT 4205 HWY 520 HERITAGE CNTR/OCT					105	17-Oct-2020	31-Oct-2020	
1-4-7600-2030				HERITAGE - Hydro				96.90

Department Totals : 96.90

EFT Paid Total : 12,012.99

Total Unpaid for Approval :	0.00
Total Manually Paid for Approval :	0.00
Total Computer Paid for Approval :	451,245.96
Total EFT Paid for Approval :	12,012.99
Grand Total ITEMS for Approval :	463,258.95

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

BY-LAW NO. 2020 -

BEING A BY-LAW FOR VALIDATION OF TITLE

WHEREAS the Central Almaguin Planning Board has received an application to issue a Certificate of Validation under Section 57 of the Planning Act in respect of lands located at Con 4, Lots 34 & 35, Registered Plan No. RCP-326, Lots 19 & 20 municipally known as 14 Forestwood Lane, Roll # 4944 010 002 128 00 (Pierog).

AND WHEREAS the Council of the Corporation of Magnetawan has no objection to the application;

NOW THEREFORE the Council for the Corporation of Magnetawan hereby enacts as follows:

1. That the Council for the Corporation of Magnetawan requests that the Central Almaguin Planning Board issue a Certificate of Validation under Section 57 of the Planning Act in respect of the land described as Con 4, Lots 34 & 35, Registered Plan No. RCP-326, Lots 19 & 20, known as 14 Forestwood Lane, (Assessment Roll No 4944 010 002 128 00).
2. That this by-law shall come into force and take effect on the date of passing.

READ A FIRST, SECOND, AND THIRD TIME, passed, signed and the Seal of the Corporation affixed hereto, this 4th day of November, 2020.

**THE CORPORATION OF THE
MUNICIPALITY OF MAGNETAWAN**

Mayor

CAO/Clerk

**THE MUNICIPALITY OF MAGNETAWAN
BY-LAW No. 2020-**

**BEING A BY-LAW TO REGULATE OR PROHIBIT THE BEING
AT LARGE OR TRESPASSING OF ANIMALS OTHER THAN DOGS INCLUDING FOWL**

AND WHEREAS Section 11. (3) (9). of the *Municipal Act, 2001, S. O. 2001, c. 25*, as amended, a By-law may be passed by Council subject to the rules set out in subsection (4), respecting matters within the following spheres of justice. (9) animals.

AND WHEREAS Section 103. (1) of the *Municipal Act, 2001, S. O. 2001, c. 25*, as amended, a By-law may be passed by Council regulating or prohibiting the being at large or trespassing of animals:

- a. The seizure and impounding of animals being at large or trespassing contrary to the Bylaw
- b. The sale of impounded animals

AND WHEREAS The *Municipal Act, 2001, S.O. c. 25*, Section 10(2) authorizes the Council of a municipality to pass By-laws respecting health, safety, and well-being of person(s)

AND WHEREAS The *Municipal Act, 2001, S.O. c.25*, Section 391(1) authorizes the Council of a municipality to impose fee and charges for services provided.

BE IT RESOLVED THAT the Council of the Corporation of the Municipality of Magnetawan enacts as follows:

1. THAT this By-law may be cited as "Municipality of Magnetawan Animal at large By-law".

2. DEFINITIONS:

- a. **"Animal(s)"** shall mean any member of the animal kingdom, other than human. Including but not limited to cattle, horses, livestock, fowl, and poultry.
- b. **"Bridge"** means a public bridge, and includes a bridge forming part of a highway or on over or across which a highway passes.
- c. **"By-Law Enforcement Officer"** includes any person so designated by Council to administer and enforce this by-law.
- d. **"Council"** shall mean the Council of the Municipality of Magnetawan.
- e. **"Highway"** means a common and public highway, street, avenue, parkway, driveway, square, place, bridge, viaduct or trestle, road allowance any part of which is intended for or used by the general public for the passage of vehicles and includes the area between the lateral property lines thereof;
- f. **"Owner"** shall mean any person including the tenant or occupant of land or premise who possesses or harbours an animal and/or where the owner is a minor, the person responsible for the custody of the minor. Owns or owned have a corresponding meaning.

- g. **"Municipality"** shall mean Municipality of Magnetawan.
- h. **"Running at large"** shall mean any animal or animals on a highway or bridge, or public or private property other than the owners, when unattended by a competent person or persons.
- i. **"Trespass"** shall mean to enter wrongfully or without proper authority or consent upon the real property of another.
- j. **"Unattended"** shall mean not watched or looked after. Lacking a guard, escort, caretaker, etc.

3. SCOPE

- a. No owner or person in charge of animal or animals shall permit such animal or animals to run at large or trespass upon a highway.
- b. No owner or person in charge of animal or animals shall permit such animal or animals to trespass upon public or private property.
- c. No owner or person in charge of an animal or animals shall permit such animal or animals to trespass upon Municipality property including but not limited to parks and beaches without the written permission of the Municipality.
- d. All of the provisions of the *Pounds Act, R. S. O. 1990, c.P.17*, shall apply.
- e. Every owner or person in charge of animal or animals shall be required to erect and maintain a fence in accordance with good fencing techniques and such fence shall be adequate enough to contain such cattle, horses, livestock or animal or animals within the fenced area, yard, field or pasture.
Notwithstanding the generality of the foregoing, an electric barrier or electric fence may be used provided such barrier or fence is electrified by a constant source of power.
- f. Each fenced area, yard, field, or pasture shall include a gate or gates comprising of a swinging or sliding barrier used to fill or close an access and such gate or gates shall be closed at all times except for the purpose of moving the cattle, horses, livestock, or animal or animals under the direction of the owner.

4. PENALTY

- a. Every person who is guilty of an offence under this By-law may, if permitted under the Provincial Offences Act, pay a set fine and the Chief Judge of the Ontario Court (Provincial Division) shall be requested to establish, pursuant to the Provincial Offences Act, set fines in accordance with Schedule "A" of this By-law.
- b. Every person who contravenes any provision of this By-law is guilty of an offence and upon conviction is liable to a fine, to a maximum of \$5,000 (five thousand dollars) for each offence exclusive of the costs, as prescribed by the *Provincial Offences Act, R.S.O. 1190, c.P.33*, as amended.

- c. In accordance with section *441.1 of the Municipal Act, 2001* any part of a fine owing pursuant to this By-law or a related provincial offence may be added to the tax roll for any property in the Municipality for which all of the owners are responsible for paying the fine, and collect such fine in the same manner as municipal taxes.

5. SEVERABILITY

That all sections of this by-law shall be deemed to be separate and independent and the validity of any section or provision thereof shall not affect the remaining sections.

6. REPEAL

By-law No. 2018-61 and By-law No. 2020- 47 is hereby repealed.

READ A FIRST, SECOND, AND THIRD TIME, passed, signed and the Seal of the Corporation affixed hereto, this 4th day of November 2020.

**THE CORPORATION OF THE
MUNICIPALITY OF MAGNETAWAN**

Mayor

CAO/Clerk

**THE MUNICIPALITY OF MAGNETAWAN
BY-LAW No. 2020- ANIMALS AT LARGE**

SCHEDULE "A"
SET FINE AMOUNTS
Provincial Offences Act-Part I

ITEM	SHORT FORM WORDING	PROVISION CREATING OR DEFINING OFFENCE	SET FINE
1	Permit animal to run at large or trespass upon a highway.	3.a	\$300.00
2	Permit animal to trespass upon public or private property.	3.b	\$300.00
3	Permit animal to trespass upon Municipality property without written permission.	3.c	\$300.00
4	Fail to erect and maintain a fence.	3.e	\$300.00
5	Fail to close gate.	3.f	\$300.00

NOTE: The general provision for the offences listed above is section 4(b) of By-law No. 2020- a certified copy of which has been filed.

**THE MUNICIPALITY OF MAGNETAWAN
BY-LAW No. 2020-**

BEING A BY-LAW TO REGULATE DOGS

WHEREAS The Municipal Act, R.S.O., 2001 Section 103 authorizes the Council of a Municipality to pass By-laws regulating or prohibiting with respect to the being at large or trespassing of and control of animals in the Municipality.

AND WHEREAS The *Municipal Act, 2001, S.O. c. 25, Section 10(2)* authorizes the Council of a Municipality to pass By-laws respecting health, safety, and well-being of persons.

AND WHEREAS The *Municipal Act, 2001, S.O. c.25, Section 105* authorizes the Council of a Municipality to pass By-laws for the muzzling of dogs.

AND WHEREAS The *Municipal Act, 2001, S.O. c.25, Section 128* authorizes the Council of a Municipality to pass a By-law to prohibit and regulate public nuisances.

AND WHEREAS The *Municipal Act, 2001, S.O. c.25, Section 391(1)* authorizes the Council of a Municipality to impose fee and charges for services provided.

AND WHEREAS The Council of the Corporation of the Municipality of Magnetawan wishes to regulate dogs and noise from dogs.

BE IT RESOLVED THAT the Council of the Corporation of the Municipality of Magnetawan enacts as follows:

1.0 DEFINITIONS:

In this By-law,

1.1 “Animal Control Officer” shall mean the Municipal By-Law Enforcement Officer, and any person so designated by Council.

1.2 “At Large” shall mean a dog found on any property other than the premises of the owner and not restrained or under the physical control of any person.

1.3 “Bite” shall mean a puncture of the skin with teeth.

1.4 “Dog” shall mean any member of the species *canis familiaris* be it a male or female over the age of 12 (twelve) weeks.

1.5 “Menace” shall mean a dog that would cause a person being chased or approached to reasonably believe that the dog will cause physical injury to that person or their domestic animal.

1.6 “Harbour” shall mean owning, having care, custody, or control of a dog.

1.7 “Muzzle” shall mean a humane fastening or covering device of adequate strength and design and suitable to the breed of the dog that fits over the mouth of a dog and cannot be removed by the dog, to prevent a dog from biting or attacking a person or domestic animal.

1.8 “Municipal Law Enforcement Officer” shall mean a municipal By-Law Enforcement Officer appointed under section 15 of the Police Services Act by the Municipality of Magnetawan

and shall include any person appointed as an Animal Control Officer by the Municipality for the purposes of this By-law.

1.9 "Owner" shall mean any person including the tenant or occupant of land or premise who possesses or harbours a dog and where the owner is a minor the person responsible for the custody of the minor and owns or owned have a corresponding meaning.

1.10 "Pound" shall mean such premises and facilities designated by the municipality for the safe keeping of impounded dogs.

1.11 "Leash" shall mean a strap, cord, chain or like that is securely attached to a dog and firmly grasped by a person and which is capable of holding and controlling a dog.

1.12 "Service Animal" shall mean an animal which is trained to assist in the movements of a person with a physical, visual, or neurological impairment and shall include a Police Dog in which a dog is trained for law enforcement for the police or other person duly appointed as a peace officer.

1.13 "Municipality" shall mean the Corporation of the Municipality of Magnetawan. Town shall have the same meaning.

1.14 "Pound keeper": shall mean the entity in which the Municipality has entered into a service agreement with regarding pound services.

1.15 "Pit Bull": means a pit bull terrier; a Staffordshire bull terrier; an American Staffordshire bull terrier; an American pit bull terrier and a dog that has an appearance and physical characteristics that are substantially similar to those of dogs referred to in section (9) nine.

1.16 "Persistently" where modifying the terms of "barking or howling" means the continuous barking or howling of a dog but does not mean when a person provokes the animal or enters the property.

2.0 Licensing

2.1 No person shall within the Municipality of Magnetawan, own any dog over the age of (6) six months without first having obtained a license for the dog and registering the dog at the Municipality Office.

2.2 Every person who owns or harbors any dog shall pay a license fee:

(i) annually on March 1st of each calendar year.

(ii) a life time tag for the life span of the dog at the coming of (6) six months of age.

2.3. The owner shall register their dog with the Municipality, and provide particulars pertaining to the dog and the owner of the dog.

2.4 Cost of the dog licensing fees shall be set out in the current Fees and Charges By-law.

2.5 Upon payment of the license fee, the owner shall be furnished with a dog tag bearing a serial number and the year of the issue and said tag shall be securely affixed on the dog at all times until renewed or replaced.

2.6 Every person who owns a dog shall notify the Clerk, or Animal Control Officer when the contact information changes from the information provided at the time of the purchase of the tag.

2.7 A new resident of the Corporation of the Municipality of Magnetawan shall be required to obtain a license for their dog within (15) fifteen days of becoming a new resident.

2.8 The owner shall upon request supply written confirmation that the dog have been immunized against rabies and or proof of spay or neuter.

2.9 All licenses and tags issued pursuant to this By-law shall be serially numbered and a record shall be kept by the Municipality showing the name and address of the owner, serial number of the dog tag and the fees paid in respect of each dog.

2.10 In the event the dog license is lost, the dog owner shall upon satisfying the license issuer that the license is lost shall be entitled to receive a replacement license upon payment as per the current Fees and Charges By-law.

2.11 No owner of a dog shall use a license issued for any dog other than the dog for which the license was issued.

2.12 Where a certificate is produced from the Canadian National Institute for the Blind stating that the dog is being used as a guide dog for a blind person, no licensing fee shall be charged.

3.0 Responsibilities of the Dog Owner

3.1 No owner or owners living at the same address shall keep more than 4 (four) dogs in any one household over the age of six months.

(i) This section does not apply to the operation of a licensed kennel

3.2 Every person who owns or harbors a dog shall, remove forthwith and dispose of all excrement left by such a dog anywhere within the Municipality.

3.3 Every person who owns or harbors a dog shall upon leaving their property, ensure the dog is properly restrained and if stipulated, muzzled.

3.4 No person shall allow a dog to run at large or otherwise create a nuisance within the Municipality. Any dog found running at large may be seized and impounded by the Animal Control Officer or their designate. An animal control officer or their designate may enter on any public or private property for the purpose of impounding or otherwise detaining any dog found running at large pursuant to the provisions of this By-Law.

3.5 If the Animal Control Officer or their designate is unable to seize any dog found to be running at large, and the owner of such a dog is known, the owner is guilty of an offence and shall be subject to a penalty in accordance with the provisions of this By-law.

3.6 No person shall permit a dog to trespass on private property at any time even when the dog is equipped and restrained with a leash.

3.7 No person shall permit a dog to persistently bark or create noise.

3.8 No person shall permit a dog on any Community Beach during the period of May 1st to October 1st inclusive area.

3.9 No person shall permit a dog to be within a park or on a trail within the Municipality unless the dog is leashed.

3.10 No person shall permit a dog to be within any covered area that is owned or maintained by the Municipality of Magnetawan including but not limited to: the Magnetawan Community Centre, the Magnetawan Lions Pavilion, the Magnetawan Heritage Centre and the Ahmic Harbour Community Centre.

3.11 A Service Animal shall not be restricted by the provisions in sections 3.2, and 3.10.

4.0 - Seize and Impound

4.1 Any person shall be entitled to take charge of any dog found running at large and deliver same to the Municipal Law Enforcement Officer or to the Pound Keeper.

4.2. The Municipal Law Enforcement Officer may seize and impound any dog that is found running at large and deliver to Pound Keeper.

4.3. The Pound Keeper or Municipal Law Enforcement Officer shall, within 24 hours from the seizure of any dog bearing a municipal license notify the owner that the dog has been impounded and conditions whereby the dog can be reclaimed.

4.4. The Pound keeper may keep any impounded dog for a redemption period of (3) three days, excluding:

- i) the day on which the dog is impounded.
- ii) statutory holiday.
- iii) days on which the pound is not open.

4.5 During the redemption period, the Pound Keeper:

- i) may inoculate the impounded dog to provide immunization against distemper or any other contagious or infectious disease.
- ii) shall provide veterinary care of an injured or ill impounded dog as may be necessary to sustain its life.

4.6. During the redemption period, the Pound keeper may euthanize a dog without delay where, in the opinion of the Pound Keeper, this is warranted for humane reasons.

4.7. The Pound Keeper shall be entitled to recover from the owner of the dog the cost of inoculating or providing veterinary care during the redemption period in addition to any other applicable fees for the redemption of the dog.

4.8. During the redemption period, the owner of an impounded dog: may redeem it if the owner:

- i) pays the applicable fees for redemption of the dog
- ii) provides evidence satisfactory to the Pound Keeper that they own the dog
- iii) provides evidence satisfactory to the Pound Keeper that the dog is licensed under this By-law.

4.9. After (3) three days of a redemption period for an unclaimed dog, the Pound Keeper may keep, sell, or dispose of, including euthanize the dog, subject to applicable provisions of the Animals for Research Act.

4.10. Where a Municipal Law Enforcement Officer captures or otherwise detains a dog found running at large contrary to provision of this By-law, and said dog has a current municipal dog

license, the Municipal Law Enforcement Officer may return the dog to the owner without transporting said dog to the Pound . Where the dog is returned to the owner, the Municipal Law Enforcement may issue an Animal Control Service Fee Notice to the owner of the dog and the owner of the dog shall pay an Animal Control Service Fee as set out in Schedule “A” of this By-law.

4.11. Where a Municipal Law Enforcement Officer captures or otherwise detains a dog found running at large contrary to provision of this By-law and said dog is injured the Officer may euthanize said dog without delay where, in the opinion of the Officer that it is warranted for humane reasons

4.12 The Municipality of Magnetawan reserves the right to not impound or handle injured dogs, if any vet costs are incurred, the owner will be will be billed and if not paid the cost will be added to their tax roll

5.0 - Muzzling and Leashing of Dogs

5.1. Where a dog has bitten a person or domestic animal or has behaved in a manner that poses a menace to the safety of persons or domestic animals, the Municipal By-law Enforcement Officer, at their discretion, may Order the dog to be muzzled or leashed or both, for a period of time to be determined by the Officer. Further, the owner of said dog shall comply with the Order.

5.2. Should the owner of the dog disagree with the Order to muzzle and/or leash, he or she may appeal the decision to Council.

5.3. Upon receipt of notification of an appeal, the Council shall, as soon as practicable, conduct a hearing pursuant to the Statutory Powers Procedure and shall hear evidence presented by both the Municipal Enforcement Officer and the owner of the dog. Further, it is understood in the interim between the date of the Order to muzzle and/or leash and the date of the hearing of the appeal, the owner shall comply with the Order.

5.4. At such time as the Council makes its decision to confirm, modify or quash the Order, the decision shall be considered to be final and binding and the owner of the dog shall comply therewith

6.0- Kennels

6.1 No person(s) shall operate a Kennel without first obtaining a license. All Kennels must be licensed and inspected for compliance annually

6.2 A KENNEL LICENSE may be issued to areas zoned with permitted uses as pursuant to the Municipality Zoning By-law, that may be amended from time to time, for keeping, breeding or boarding of dogs.

- i) Class 1 is for the Breeding Kennel for the breeding of dogs.
- ii) Class 2 is for the Boarding Kennel for the temporary lodging of dogs.
- iii) Class 3 is for the lodging of more than 4 (four) dogs kept for activities resulting in Monetary gain or sled dogs.

6.3 An applicant for a kennel licence must satisfy the Council that this kennel operation will not disturb neighbouring properties. Owner must follow “Schedule “C”: attached. The cost of the license shall be as prescribed in Schedule “A”. Kennel Inspection Report is attached as Schedule “D”.

6.4 Provisions of this By-law shall not apply to prevent the use of any existing, licensed kennel that was lawfully used and legally established for such purpose on the date of passing of this By-law. so long as it continues to be used for that purpose, the use is not discontinued for any length of time and that the existing dogs cannot be replaced when they are given away or die.

7.0 PENALTIES

7.1 Any person who is contravenes any provision of this By-law is guilty of an offense and upon conviction is liable to a fine up to a maximum of \$5,000.00 as provided for under the provisions of the Provincial Offences Act, R.S.O. 1990, C.P. 33, as amended.

7.2 Every person guilty of an offence under this By-law may, if permitted under the Provincial Offences Act, pay a set fine and the Chief Judge of the Ontario Court (Provincial Division) shall be requested to establish, pursuant to the Provincial Offences Act, set fines in accordance with Schedule "B" of this By-law.

7.3 In accordance with section 441.1 of the *Municipal Act, 2001* any part of a fine owing pursuant to this By-law or a related provincial offence may be added to the tax roll for any property in the Municipality for which all of the owners are responsible for paying the fine, and collect such fine in the same manner as municipal taxes.

8.0 - Pit Bull Restrictions

8.1 No person shall own, possess, be in control of or harbor a pit bull in the Municipality of Magnetawan. If the owner of a pit bull refutes that the dog is a pit bull as defined, the burden of proof that the dog is not a pit bull is the owners.

9.0 ENFORCEMENT

9.1 Nothing herein shall be deemed to limit the ability of the Ontario Provincial Police to enforce this By-law at any time.

10.0 REPEAL

10.1 That By-law No. 2018-61 and By-law No. 2020-48 is hereby repealed.

10.2 That this By-law shall come into force and effect on the date of passing.

11.0 - SEVERABILITY

11.1 All sections of this By-law shall be deemed to be separate and independent and the invalidity of any section or provision thereof shall not affect the remaining sections

Read a FIRST, SECOND, and THIRD time and finally PASSED this 4th day of November, 2020

**THE CORPORATION OF THE
MUNICIPALITY OF MAGNETAWAN**

Mayor

CAO/Clerk

THE MUNICIPALITY OF MAGNETAWAN

**BY-LAW No. 2020- DOGS
Control & Licensing of Dogs**

Schedule “A”

Dog Licence Fees

Description	Annual Fee
First dog	As per the current Fees and Charges By-law
For each additional dog	As per the current Fees and Charges By-law
Replacement tag	As per the current Fees and Charges By-law
Lifetime tag	As per the current Fees and Charges By-law
Kennel license	As per the current Fees and Charges By-law
Each dog tag for kennel dogs	As per the current Fees and Charges By-law
Replacement license	As per the current Fees and Charges By-law
Dog redemption from impound	
First offence	As per the current Fees and Charges By-law
Second offence	As per the current Fees and Charges By-law
Third offence and each subsequent offence	As per the current Fees and Charges By-law
Animal Control Service Fee	As per the current Fees and Charges By-law

THE MUNICIPALITY OF MAGNETAWAN
BY-LAW No. 2020- DOGS
Part 1 Provincial Offences Act

SCHEDULE "B"

ITEM	SHORT FORM WORDING	PROVISION CREATING/DEFINING OFFENCE	SET FINE
1	Owner Fail to purchase dog license	2.1	\$50.00
2	Fail to affix dog tag	2.5	\$50.00
3	Fail to notify Clerk or Animal Control Officer of changes to owner information	2.6	\$45.00
4	Allowing more than 4 dogs to reside in a residence	3.1	\$50.00/dog
5	Fail to remove excrement	3.2	\$50.00
6	Owner permit dog to run at large	3.4	\$50.00
7	Owner permit dog to trespass on private property	3.6	\$50.00
8	Owner permit persistent dog barking	3.7	\$50.00
9	Owner permit dog in public beach or swim area	3.8	\$50.00
10	Fail to leash dog in park or trail	3.9	\$50.00
11	Owner permit dog into Municipal facility or building	3.10	\$50.00
12	Fail to obey muzzle order	5.1	\$100.00
13	Operate kennel - no license	6.1	\$100.00

NOTE: The general penalty provision for the offences listed above this section 7.1 of By-law 2020- a certified copy of which has been filed.

**THE MUNICIPALITY OF MAGNETAWAN
BY-LAW 2020- DOGS**

SCHEDULE “C”

KENNEL REGULATIONS

1. No kennel or any part thereof shall be located closer than 30 metres to any roadway, or closer than 150 metres to any adjacent residential lot or to any boundary of any residential zone.
2. The building shall be separated and enclosed and shall not be attached to a dwelling unit, unless it is a breeding kennel, and it can be closed off from the living area.
3. The building shall conform to the Building Code Act. It shall be maintained in such a manner as to be free from damage.
4. The building shall have a floor of concrete or some other impermeable material, the floor shall be cleaned daily or more often if necessary.
5. All dogs that are kept in cages, shall be kept in cages of adequate size, to allow the animal to extend its legs fully, to stand or sit or lie down in a fully extended position. All cages shall be constructed solely of metal, wire-mesh, or impermeable concrete block.
6. All dogs shall be kept in sanitary, well bedded, clean quarters and such quarters shall be kept at a healthful temperature at all times.
7. All dogs shall be adequately fed and watered, periodically each day and shall be kept in a clean healthy condition free from vermin and disease.
8. Where dogs are allowed to use an outside area, this area shall be surrounded by a metal mesh fence of a height and mesh size, that will safely contain the breed. For the purpose of these regulations, the fence shall be deemed to be part of the building. Such outdoor use shall not be permitted between the hours of 9 p.m. and 7 a.m. except during supervised exercise periods when the operator or his/her employee shall be in control of the dog(s).
9. Every owner/operator of a kennel shall file with the Municipality a letter, issued and signed by the Animal Control Officer of the Municipality of Magnetawan, stating that the kennel operation complies with all requirements of this By-Law as well as any other applicable laws and/or regulations.
10. No owner/operator or employee shall allow the kennel to become a nuisance to the public due to unreasonable noise from barking dogs or otherwise.
11. In case of a complaint, any individual in the employ of the North Bay Parry Sound District Health Unit, or the Animal Control Officer, who is duly authorized may during business hours, enter such kennel location to inspect it and ensure compliance with this By-law.



By-Law Enforcement
Municipality of Magnetawan
4304 Hiwghway 520, PO Box 70
Magnetawan ON, P0A 1P0
705-387-3947

KENNEL INSPECTION REPORT

Licence No.: _____ Name of Kennel: _____
Address: _____

Type of Kennel

Breeding kennel – Class 1:

Boarding Kennel – Class 2:

Dogs kept for monetary gain, or sled dogs - class 3

Type of Inspection

Routine

New

Complaint

Follow-up

Licence Previously Investigated by Animal Control Officer?

Yes

No

Licence Currently Revoked? Yes

No

Kennel Capacity: Dogs: _____ Isolation Area: Yes No

Indoor Facilities	S	I	N/A
Bldg-Construction, Maintenance			
Heating			
Lighting			
Drainage			
Ventilation			
Cleanliness - cages			
Cleanliness - runs			

Animal Care	S	I	N/A
Feeding			
Watering			
Cleanliness -utensils			
Enclosures - construction, maintenance			
Animal grouping			
Animal identification			
Veterinary Care			

Outdoor Facilities	S	I	N/A
Shelter			
Drainage			
Bedding			
Premises - Cleanliness			
Runs- Cleanliness			
Runs 3.0sq m			

General	S	I	N/A
Running water			
Food Storage			
Waste Disposal			

Listed below are specific improvements that must be made in order to comply with Municipality of Magnetawan By-law ##### Failure to take corrective action by the due date can result in revocation of your kennel licence:

Item	Action Required	Due Date

Inspector: _____ Date: _____
Next inspection due: _____

**THE MUNICIPALITY OF MAGNETAWAN
BY-LAW No. 2020- DOGS**



SCHEDULE "E"

**By-Law Enforcement
Municipality of Magnetawan
4304 Highway 520, PO Box 70
Magnetawan ON, P0A 1P0
705-387-3947**

KENNEL LICENCE APPLICATION

Date of Application: _____ **Kennel # Issued:** _____

Name of Applicant: _____

Mailing Address of Applicant: _____

Telephone Number: _____ **Cell:** _____

Name of Kennel: _____

Address of Kennel (if different from applicant's address): _____

How long have you been in operation: _____ (years) _____ (months)

Roll # of Location of Kennel: _____ **Total # of Dogs:** _____

Have you previously had a Kennel Licence in the Municipality of Magnetawan? Yes/No

If so, when: _____

If so, have there been any changes to your property since you were last issued a Kennel License? Yes/No

Please indicate any changes:

FEES MUST ACCOMPANY APPLICATION

Please attach:

Kennel Inspection Report:	Yes/No
Building Compliance report (including signage if required):	Yes/No
Fire Inspection Report (if required):	Yes/No
Site Drawing:	Yes/No
Zoning Compliance:	Yes/No

I hereby declare that I have never been convicted under Section 446 of the Criminal Code of Canada pertaining to animal cruelty;

I hereby grant permission for staff at any time to inspect the said kennel;

I hereby agree and understand the terms and conditions set out in By-law _____ and will comply therewith.
I understand that any non-compliance may result in the revoking of my licence without refund.

Personal information contained on this form is collected under the authority of the Municipal Act, 2001 and will be used, maintained, and disclosed in accordance with the Municipal Freedom of

Information and Protection of Privacy Act and will be used by the Municipality of Magnetawan in determining the suitability for licensing.

Information submitted by applicants may be shared with officials, agencies, and departments of the Municipality of Magnetawan, who are assisting the Bylaw Officer.

Signature of Applicant

Date

By-law Officer

Date

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

BY-LAW NO. 2020 -

**Being a By-law to enter into an agreement with Lakeland Holding Ltd. Amended and Restated
Shareholders' Agreement**

WHEREAS Section 5(3) of the *Municipal Act, 2001, S.O. 2001, c.25*, as amended, requires a municipal Council to exercise a municipal power, including a municipality's capacity, rights, powers and privileges under Section 9, by by-law unless the municipality is specifically authorized to do otherwise;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Corporation of the Municipality of Magnetawan enacts as follows:

- 1. THAT** the Corporation of the Municipality of Magnetawan is hereby authorized to enter into an agreement with Lakeland Holding Ltd, attached hereto as Amended and Restated Shareholders' Agreement and forming part of this By-law; and
- 2. THAT** the Mayor and CAO/Clerk are hereby authorized to execute the Agreement on behalf of the Corporation.

READ A FIRST, SECOND, AND THIRD TIME, passed, signed and the Seal of the Corporation affixed hereto, this 4th day of November, 2020.

**THE CORPORATION OF THE
MUNICIPALITY OF MAGNETAWAN**

Mayor

CAO/Clerk

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

BY-LAW NO. 2020 -

Being a By-law to confirm the proceedings of Council November 04, 2020

WHEREAS Section 5(3) of the *Municipal Act, 2001, S.O. 2001, c.25*, as amended, requires a municipal Council to exercise a municipal power, including a municipality's capacity, rights, powers and privileges under Section 9, by by-law unless the municipality is specifically authorized to do otherwise;

AND WHEREAS the Council of the Municipality of Magnetawan deems it desirable to confirm the proceedings of Council and to ratify decisions made at its meeting hereinafter set out;

NOW THEREFORE the Council of the Corporation of the Municipality of Magnetawan enacts as follows:

1. Ratification and Confirmation

THAT the action of the Council of the Municipality of Magnetawan at its meeting for the aforementioned date with respect to each motion, resolution and other action passed and taken by this Council at its meetings, except where otherwise required, is hereby adopted, ratified and confirmed as if such proceedings and actions were expressly adopted and confirmed by its separate By-law.

2. Execution of all Documents

THAT the Mayor of the Council of the Municipality of Magnetawan and the proper officers of the Municipality of Magnetawan are hereby authorized and directed to do all things necessary to give effect to the said action or to obtain approvals where required, except where otherwise provided, and the Mayor and Clerk are hereby authorized and directed to execute all necessary documents and to affix the Corporate Seal of the Municipality to such documents.

READ A FIRST, SECOND, AND THIRD TIME, passed, signed and the Seal of the Corporation affixed hereto, this 4th day of November 2020.

**THE CORPORATION OF THE
MUNICIPALITY OF MAGNETAWAN**

Mayor

CAO/Clerk